

Staff Summary Report

Council Meeting Date: 03/20/08

Agenda Item Number: _____

SUBJECT: Request approval of a construction Job Order with Sun Eagle Corporation and a construction change order contingency for Financial Services Department Office Security Enhancements.

DOCUMENT NAME: 20080320PWDR04 CITY FACILITY MAINTENANCE - UPGRADE (1001) PROJECT NO. 6700243

SUPPORTING DOCS: Yes

COMMENTS: Approve a job order in the amount of \$33,901.58 with Sun Eagle Corporation, subject to execution of the final written contract, and approve a construction change order contingency of \$5,000.

PREPARED BY: DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

APPROVED BY: GLENN KEPHART, PUBLIC WORKS MANAGER (x8205)

LEGAL REVIEW AS TO FORM: JUDI MORGAN, ASSISTANT CITY ATTORNEY (x8779)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6700243.

RECOMMENDATION: Approve Job Order and contingency amount.

ADDITIONAL INFO: The location for this work is the second floor public entrance into the Financial Services Department in the 525 Building. The scope of work includes the redesign of the entry area including a solid wall and plexi-glass security screen, which will serve as both a visual and physical barrier. This, in combination with a new metal entry door and a card reader entry system, will provide security for the reception area and office staff. This work meets the requirements of the Risk Management staff.

The proposal of Sun Eagle Corporation has been reviewed by staff and found to be in order. Sun Eagle is one of three contractors previously selected, through a qualifications based selection process consistent with Arizona Revised Statutes, for an On-Call Job Order Contract for general construction.

 **COPY**



**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONTRACT DOCUMENTS

FOR

**FINANCIAL SERVICES DEPARTMENT OFFICE
SECURITY IMPROVEMENTS**

PROJECT NO. 6700243

JOB ORDER CONTRACT

CITY COUNCIL MEMBERS

Mayor – Hugh Hallman

Mark Mitchell
Barbara J. Carter
Shana Ellis

P. Ben Arredondo
Onnie Shekerjian
J. Hut Hutson

City Manager – Charles W. Meyer
City Engineer – Andy Goh, P.E.

2008

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER CONTRACT NO. C2005-79

JOB ORDER NO. THIRTEEN

FINANCIAL SERVICES DEPARTMENT OFFICE
SECURITY ENHANCEMENTS

PROJECT NO.6700243

This JOB ORDER made and entered into on this 20th day of March, 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and SUN EAGLE CORPORATION hereinafter called the **JOC CONTRACTOR** amends the original Contract made and entered into by and between the same parties on April 21, 2005, (Contract No. C2005-79).

WITNESSETH: That the JOC Contractor, for and in consideration of the sum to be paid by the City, in the manner and at the times hereinafter provided, and of the other mutual covenants and agreements hereinafter contained, and under penalties expressed in the bonds hereto attached, hereby agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I – JOB ORDER PRICE AND WORK LOCATION: The JOC Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of the Financial Services Division Security Enhancements, (Project No. 6700243) for the sum of Thirty Three Thousand Nine Hundred One and 58/100 Dollars (\$33,901.58), as detailed in the Proposal (Exhibit “A”), and to completely and totally construct the same and install the materials

therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the City through the Engineer or properly authorized agents, as provided herein. The full street or physical address of the construction Work location is 20 E. Sixth Street, Second Floor. The JOC Contractor shall list each Work location in any and all Contract Documents with each subcontractor at any level and each subcontractor shall include each Work location in any and all Contract Documents with its subcontractors at any level.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) prior to a Notice to Proceed with the above referenced project.

ARTICLE III – AMENDMENT: These Job Order Agreement documents, City of Tempe Contract No. C2005-79, Performance Bond, Payment Bond and Certificate(s) of Insurance are by this reference made a part of this Job Order to the same extent as if set forth herein in full. All other provisions of the original Contract where not inconsistent with this Job Order Agreement shall remain binding on the parties hereto.

ARTICLE IV – START OF WORK: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed and shall be completed within thirty (30) calendar days thereafter.

Financial Services Department Office Security Enhancements
Project No. 6700243

IN WITNESS WHEREOF, the parties hereto have executed this Job Order this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

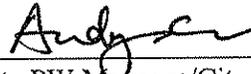
By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended by:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

The JOC Contractor warrants that the person who is signing this Agreement on behalf of the JOC Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

JOC CONTRACTOR
SUN EAGLE CORPORATION

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

City of Tempe Job Order Contract Price Proposal (per Section 3 format):

Project Name: 525 Building Security Improvements

City of Tempe Project #

Sun Eagle Corporation Project # 247-15

Price Proposal

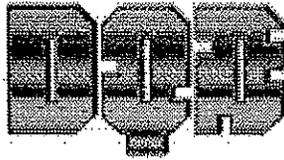
January 29, 2008

Price of Subcontractor (s)	\$	15,840.00
Price of Subconsultant(s)	\$	-
General Conditions	\$	11,090.00
Pre-construction Labor	\$	1,100.00
Construction Labor	\$	-
Subtotal	\$	28,030.00
 Overhead and Profit	 \$	 3,083.30
Total	\$	31,113.30
 Insurance	 \$	 690.72
Bonds	\$	560.04
Sales Tax	\$	1,537.53
Combined Total	\$	33,901.58
 Contractor's Contingency:	 \$	 -
	\$	-
Owner's Contingency	\$	-

Job Order Price	\$0-\$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 +
OHP Multiplier	1.11	1.09	1.07	1.06	1.06

Job Order Price	Less \$200,000	\$200,000 Plus
Insurance%	2.22%	1.72%
Bonds	1.80%	1.30%
Sales Tax %	4.9417%	4.9417%

SUBCONTRACTORS WORK				
		1	2	3
DEMOLITION	DICKENS QUALITY	2 C&W SONS ENTERPRISE	DICKENS QUALITY	
	\$726	\$1,200	\$726	\$0
CASEWORK	BASC LLC	1 BASC LLC		
	\$2,312	\$2,312	\$0	\$0
DOOR & FRAME	COMMERCIAL	1 COMMERCIAL DOOR	NELSON HOLLAND	
	\$1,606	\$1,606	\$2,947	\$0
GLASS	BROTHERS GLASS	1 BROTHERS GLASS		
	\$5,800	\$5,800	\$0	\$0
DRYWALL	PEREZ CONSTRUCTION	1 PEREZ CONSTRUCTION	HATCH COMPANIES	
	\$2,945	\$2,945	\$2,875	\$0
ACOUSTICAL CEILING	PEREZ CONSTRUCTION	1 PEREZ CONSTRUCTION		
	\$455	\$455	\$0	\$0
PAINTING	PEREZ CONSTRUCTION	1 PEREZ CONSTRUCTION		
	\$495	\$495	\$0	\$0
ELECTRICAL	KSK ELECTRIC	2 ROSENDIN ELECTRIC	KSK ELECTRIC	
	\$1,501	\$2,880	\$1,501	\$0
DIRECT COST				
	\$15,840			



DICKENS QUALITY DEMOLITION, LLC

Proposal

Date: January 21, 2008
Attention: JOHN ALVAREZ
SUN EAGLE CORPORATION
Project: CITY OF TEMPE 525 SECURITY BLDG. IMPROVMENTS

Dickens Quality Demolition will provide labor and all necessary equipment to accommodate the following:

- **Demolition and the removal of:** millwork and desk. This job will be performed Monday through Friday during the hours necessary to meet your schedule. **Please see items not included.**
- **Items not included:** taxes, bonds, permits, hazardous materials, back ground checks, security clearance, and MP&E cutting or capping.

The above project will be completed in an efficient and professional manner for the sum of \$ 726.00.

Pricing will remain in effect for 60 (sixty) days from the above date. Dickens Quality Demolition assumes all salvage rights on the above project. Due to the current federal laws and regulations, the above project can not, and will not proceed without a proper hazardous materials survey on file at the office of Dickens Quality Demolition. If the above project involves any structural removal, a ten-day NESHAP notification must be filed with the county. Dickens Quality Demolition will be happy to assist the General Contractor/Building Owner in any way possible to help expedite necessary testing or notification requirements.

This proposal is based on 1 phase. Additional phases will be charged at \$500 each.

Any alterations or deviations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall become part of the contract document and by signing you agree to all conditions listed within.

Submitted by:

Accepted by:

1111 N. 19th Avenue
Phoenix, Arizona 85010
(602) 255-8033
Fax (602) 255-2199

"Experts in all Aspects of Demolition"

www.dickensquality.com
57 123625 628 123622

1870 W. Prince Road #51
Tucson, Arizona 85705
(520) 558-8033
Fax (520) 255-2199

C & W SONS ENTERPRISES, INC. Proposal/Contract

P.O. Box 1024
Litchfield Park, AZ 85340
Phone: 480-488-8186
Fax: 480-488-8185
Contractors License:
Commercial: #077535L-57
Residential: #077522C-22

TO: Sun Eagle Corporation
PHONE: 480-961-0004
DATE: January 18, 2008

ATTN: John
FAX: 480-940-0160

Job Description/Location	
20 E. 6 th Street, Tempe, AZ	
Itemized Estimate	
C & W Sons will remove cabinets and counter in their entirety. Scope of work includes hanging plastic around area from ceiling to floor to prevent dust emissions.	1200 \$1,500.00
<p>EXCLUSIONS: Any and all alterations and deviations from the above scope of work involving extra costs for mobilizations, equipment, materials and labor, will only be executed upon written approved forms and will be added to the sums shown above. Additional charges will be made for any and all items that deviate from standards applicable to the construction industry. Other standard exclusions are: hazardous materials, disconnecting and capping of utilities, weatherproofing, dust barriers, new construction, shoring, glue residues and adhesives, HVAC, security and sprinkler disconnects, floor sanding and grinding, security fencing, taxes, bonds and permits, and demolition of any kind for any other trade. Any underground structures, utilities and debris. Prices quoted are based on normal working conditions and lead times. All work carried out at short notice and at night will be charged at overtime rates unless otherwise stated.</p>	
AMOUNT:	\$1,500.00 1200
DUST, DEMOLITION AND NESHAP PERMITS:	N/A
SALES TAX #: 07344654V SALES TAX:	SUN EAGLE
TOTAL:	\$1,500.00 1200

C & W Sons will at all times maintain proper workmans compensation insurance. C & W Sons will complete said job without undue delay provided, however, C & W Sons shall be excused for delays beyond its control including but not limited to strikes, lockouts, work stoppages, shortages of equipment or fuel and/or materials, acts of God, and delays caused by judicial bodies, governmental offices or agencies, or prime contractors, job supervisors or agents hired thereof. In the event that C & W Sons deems it necessary to file any type lien to secure payment of money due under their contract and or in the event C & W Sons deems it necessary to employ an attorney to assist in collection or to file suit to collect any money due under this contract or to act on its behalf due to any breach of any provision, the undersigned, in each instance agrees to pay. In addition to any and all other sums due and owing hereunder, a reasonable sum as and for attorneys fees and any and all costs and expenses incurred and or paid by C & W Sons including but not limited to court costs. Any money due after 30 days of final billing will be charged 1.5% interest per month. This proposal is good for thirty (30) days from above date.

Upon acceptance of this proposal, this form and all relevant attachments will become part of the contract documents.

Respectfully submitted,
By: _____

Marc P. Weber
Mobile: 602-628-8602

I have read the terms of the above agreement and understand the same and have the authority to bind to the terms stated herein and do hereby authorize C & W Sons to furnish all materials and labor to complete the work mentioned above and agree to pay the amount mentioned above according to the terms thereof.

Acceptance: _____
Date: _____

BASC, LLC



P.O Box 51662
Phoenix, Arizona 85076-1662
(480) 759-2959 / (602) 418-2528
AZ License #106721

RECEIVED

Regarding: 525 Security Enhancement
Phoenix, Arizona

JAN 29 2008

Bid Date : January 28, 2008

Sun Eagle Corporation

Attention: Estimating (Sun Eagle Corporation) Fax (480) 940-0160

We are pleased to provide a quotation to furnish the items listed below for the above referenced project. Subject to the conditions noted below and on the continuing pages of this quotation,

Plastic Laminate Casework. (No Specs) Manufactured by BASC, LLC

Includes:

- Plastic Laminate Glass Stop/Frame
- Plexi-glass @ two windows
- Plastic Laminate Finished Countertops (PB Const)
- Installation

Excludes:

- Backing, blocking or furring in walls.
- Sales tax, Bonding
- Rubber Base
- Premium Plastic Laminate Materials

Base Bid – Delivered & Installed \$ 2,312.00

**** We Acknowledge Addendum(s): none**



708 W. 22ND St.
 TEMPE AZ. 85282
 Phone: 480-897-0721
 Fax: 480-345-7010



QUOTATION/PROPOSAL

<i>To: Sun Eagle</i>	<i>From: Randy</i>
<i>Attn: Cassie</i>	<i>Date 1/122/08</i>
<i>Fax: 480/940/0160</i>	<i>Pages: 2</i>
<i>Re:</i>	<i>CC: Job file</i>
<i>PROJECT: CITY OF TEMPE</i>	<i>CDH JOB#</i>

The following is a quote for the material you are requesting. The lead time will be 4 weeks from the time we receive the signed quote. If you have any questions let me know.

Thanks

Randy Resetar

PLEASE SIGN BELOW FOR ACCEPTANCE OF THIS PROPOSAL

ACCEPTED BY:

PRINT NAME & TITLE:

Commercial Door & Hardware Inc.

708 West 22nd Street, Tempe, AZ. 85282,

Tel: 480-897-0721 Fax: 480-345-7010

QUOTATION

Quotation No : 15839
Date : 22 JAN 2008
Account : SUN
Page No. : 1

Customer:
SUN EAGLE CORP.
461 N. DEAN AVE

Ship to:
SUN EAGLE CORP.
461 N. DEAN AVE

CHANDLER, AZ 85226

CHANDLER AZ 85226

Phone: 480-961-0004 Fax: 480-940-0160

Salesperson : RR Freight : Prepaid Terms : Net 30 day
Ship Via : BEST WAY

Qty	Description	Unit Price	Extension
	DOOR		
1	30710 1 3/4 WD PSRO WF PC PFCLR 5 LHR (HG4 ; 161 CYL)	225.00	225.00
	FRAME		
1	30710 SPECIAL SPEC 5.875 16 A40 F LHR (45S ; C ; ES ; 02 ; 09)	550.00	550.00
	HARDWARE		
4	Hinges 5BB1 4 1/2 x 4 1/2 NRP 652	8.00	32.00
1	Lockset CL3351 NZD 626	340.00	340.00
1	Closer 4041 REG/PA TBMS/SRT AL	155.00	155.00
1	Wall Bumper 1407 630	4.00	4.00
	THIS QUOTE IS BASED ON INFO PROVIDED ON THE PLANS E-MAILED TO ME. EXISTING MATERIAL IS UNKNOWN		
	Product Sub-total		1,306.00
	Freight Charges		300.00
	TAX EXEMPT		
	Total		1,606.00

The above prices are quoted subject to acceptance within 30 days and credit approval by an officer of our company. State and local taxes are not included unless specifically noted. Material will be billed proportionately as shipped. Full amount of invoice due when rendered--retainage not acceptable. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite.

John's

NELSON-HOLLAND, INC.

5330 N. 16th Street, Phoenix, AZ 85016
Phone (602) 264-1841 Fax (602) 230-0906
Arizona Residential License No's: ROC045882 • ROC037252
Arizona Commercial License No's: ROC072168 • ROC098392

January 23, 2008

FAX BID

TOTAL # PAGES INCLUDING COVER PAGE: 1

TO: Sun Eagle Corporation
ATTENTION: Casie Devlaeminck
FROM: Daniel J. Heinz, DAOC, FDHI
FAX # CALLED: 480-940-0160
REFERENCE: City of Tempe 525 Building T.I.

MESSAGE

We are pleased to quote you the following materials for the project referenced above in the amounts shown below:

DOORS, FRAMES AND HARDWARE

HOLLOW METAL DOORS AND FRAMES: f.o.b. jobsite

Base bid:

Includes: 0 Frames, 0 Windows (Borrowed Lites), 1 Sidelites/Transom and 0 Doors

Excludes: field splicing and welding, frame applied bituminous coatings, Glass and Glazing.

WOOD DOORS: f.o.b. jobsite

Base bid:

Includes: 1 Door Leafs, Premachined, Prefinished

Excludes: Glass and Glazing.

FINISH HARDWARE: Installed

Base bid:

Includes: Finish Hardware, Installation of Wood Door (premachined by Supplier), Finish Hardware, Delivery and receipt of the Hardware at the site. The Hollow Metal Frame and Wood Door are bid FOB jobsite, for receipt at the jobsite by others. This includes our delivery to the jobsite only. Receiving, unloading, check in, and storage are not included.

Excludes:

Installation of Frame, Overhead Doors, Gates, Glass and Glazing, Access Control Equipment, All Electrical Work, Wire and Wiring.

Total Bid: **\$2,947.00**

ALL MATERIAL ABOVE: PER PLANS, F.O.B. JOBSITE, NO TAX OR BOND INCLUDED.

THIS QUOTE IS VALID FOR 30 DAYS.

TERMS: NET 30 DAYS OAC

WE ACKNOWLEDGE 0 ADDENDA

All material and labor quoted above excludes the following insurance provisions: all Primary and Non Contributory wording, blanket contractual liability, additional insured endorsements CG2010 11 85 edition or equivalent. We exclude coverage for mold, EIFS, punitive damages, water intrusion, hold harmless and Indemnification. Requests for Waiver of Subrogation, per project aggregate and bonds are available at an additional charge. Insurance requirements are subject to acceptance of our Insurance Company and policy limits. These clarifications are not intended to represent all possible insurance and contract exclusions.



4816 E Downing Circle
 Mesa AZ. 85205
 Phone: 602 614-1055
 Fax: 480 641-0243

BID PROPOSAL

CLIENT:	<u>Sun Eagle</u>	BID DATE:	<u>1/21/2009</u>
ADDRESS:	<u>461 North Dean Ave</u>	BID NO.:	<u>08-010</u>
	<u>Chandler AZ 85226</u>	BID TYPE.:	<u>LS</u>
PROJECT NAME	<u>Tempe 525 Security</u>		
PROJECT ADDRESS	<u>20 E 3th Street Tempe AZ</u>		
JOB DISC.:	<u>Metal studs and drywall</u>		
CONTACT:	<u>Casie Devlaeminck</u>		

We are pleased to propose the following:
 Provide labor and material for the following:
 Price is based on drawings A1, 2, A3 A4 dated 5-15-07

Install wall	\$	2,945.80	
ACT	\$	455.00	
Painting	\$	495.00	
	\$	3,895.80	
		SUB TOTAL	\$ 3,895.80
	TAX	0.00%	\$ -
		TOTAL	<u>\$3,896</u>

CLARIFICATIONS

- 1) Includes installation of Jambs provided by others
- 2) Work to be performed during regular working hours
- 3) Insulation in wall included.

EXCLUSIONS

- 1) Permits, Plans, Inspection and Dumpster by others.
- 2) Any electrical, plumbing, sprinkler or any work not on this SOW. Any soffit work.
- 3) Any life safety systems, computer systems, phone systems, Alarm systems,
- 4) Any backing for other Trades, Any stucco or lath patching, Any Acoustical panel ceiling

Thank you,

Perez Construction

Accepted by:

Jesse Perez _____

0

Prepared by _____



Hatch Companies Contracting, Inc.

Bid Proposal
January 18, 2008

Please accept our bid on the below named project.

Project Name:	Tempe Remodel 2nd Floor
Estimator:	Bret Hatch
Addendum Seen:	
Bondable:	Yes
Bond Rate:	2.50%
Per Plans & Specs:	Yes
Section Numbers:	Metal studs & Drywall

Inclusions:	Setting of Hollow Metal Frames In Studs, Trash Removal, work to be performed during normal working hours

Exclusions:	Bond, Taxes, Caulking, Sealants, Wood Backing, Steel Bent Plates or Angles, Primer for Drywall, Fire Stop Mtls., Insulation (sound or thermal)
	Level 5 Smooth Wall

Alternates:	

Break Out:	
*These Prices Incl'd in Base Bid	

Base Bid:
\$2,875.00



January 22, 2008

Sun Eagle Corp.

Attn: John Alvarez

RE: Tempe 525 Security Enhancement

Thank you for the opportunity to submit our proposal to perform the electrical portion of the above project in accordance with blue prints A-1 and A-2.

TOTAL: \$ 1,501.00

Specifically excluded from our price:

- Patching and painting
- Permits, fees, engineering, surveying, utility company charges, and bonds
- Temporary power
- Allowances
- Off hours or overtime (except for power changeovers)
- Fixture support wires
- Existing code violations
- Card access remote controller

If you have any questions, please call Denny Patterson at 480-831-1454. This proposal is valid for 30 days.

Sincerely,

KSK ELECTRIC, INC.

Denny Patterson
Project Manager

John's



600 W. 24th Street
Tempe, Arizona 85282
T: 480-921-4022
F: 480-921-4144
www.rosendin.com

1-22-08

Sun Eagle Corporation
461 North Dean Avenue
Chandler, Arizona 85226

Attention: Hugh Melvin

Reference: 525 Security Enhancements (Electrical)

Gentlemen: Rosendin Electric pleased to provide your firm with our **LUMP SUM** pricing for the above referenced project.

Base Bid T.I. Quotation \$2,880.00

Below you will find our clarifications and exclusions.

CLARIFICATIONS:

1. Include drawings sheets Security Enhancement A-1 A-2
2. Include Standard City of Tempe Specifications
3. Include Demo as described on A-1
4. Include Day Shift work
5. Include utilizing the existing Floor box covers to make safe. No new floorboxes or covers will be provided.
6. Include relocating Qty (1) existing 2x2 light fixture and Qty (1) existing exit sign as shown on A-2
7. Include 1" Tele data stub-up to ceiling height only.
8. Include the use of existing circuits to provide power to the new Qty (2) receptacles will-in the new wall section.
9. Provide 120v power to card access only. Tie into existing circuit 120V only. See exclusions

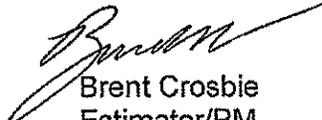
Exclusions:

1. Overtime, **Night shift if required Add : \$400.00**
2. New Light Fixtures (re-lamp and Re-ballast)

3. Additional modifications to the existing above ceiling space to bring up to Code.
4. Electrical Panel Coordination Studies
5. New light switches or re-circuit
6. Equipment disconnects.
7. Card Access equipment, Hardware, Controllers.
8. Temporary Barricades
9. Special inspections
10. Any rework associated to the existing electrical distribution.
11. Dust partitions
12. Temporary Power
13. Panel monitoring of any type
14. Commissioning
15. Communication cabling
16. Fire Alarm
17. Mechanical Control or Communication cable
18. Conduit for Thermostat control
19. Painting of all Electrical Conduit and Equipment.
20. Formed concrete including housekeeping pads.
21. Duration
22. Sales Tax.
23. Bond
24. All permits and fee's.
25. Utility costs or fees.

Thank-You

Sincerely,
Rosendin Electric, Inc.



Brent Crosbie
Estimator/PM

GENERAL CONDITIONS

SUPERINTENDENT	\$6,400
PROJECT MANAGER	\$3,200
CELL PHONE	\$165
DUST CONTROL BARRIER	\$450
SITE CLEANUP	\$875
TOTAL G.C.'S	\$11,090

Pre-construction Labor

Project:

Date	Hours	Description
1/10/2008	2	John Alvarez (SEC Project Manager) met with the City of Tempe to discuss scope of work
1/17/2008	2	Thomas Dwyer (SEC Superintendent) site visit with subcontractors
1/17/2008	2	John Alvarez (SEC Project Manager) site visit with subcontractors
1/24/2008	3	Thomas Dwyer (SEC Superintendent) preparing Price Proposal
1/24/2008	6	John Alvarez (SEC Project Manager) preparing Price Proposal
1/28/2008	3	Thomas Dwyer (SEC Superintendent) preparing Price Proposal
1/28/2008	4	John Alvarez (SEC Project Manager) preparing Price Proposal
TOTAL	22	\$ 1,100.00

PRINTING COSTS

Date	Cost	Description

EXHIBIT B

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS SB-1

STATUTORY PERFORMANCE BONDB-1

STATUTORY PAYMENT BOND.....B-3

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 20th day of March, 2008, to complete Project No. 6700243, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Witness our hands this ____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 20th day of March, 2008, to complete Project No. 6700243, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for the contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

Witness our hands this _____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**

SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

JOC CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____,
Arizona

Date _____

FINANCIAL SERVICES DEPARTMENT OFFICE
SECURITY ENHANCEMENTS
PROJECT NO. 6700243

To the City of Tempe, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____ this _____ day of _____, 2008.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public

My Commission Expires