

Staff Summary Report



Council Meeting Date: 10/16/08

Agenda Item Number: _____

SUBJECT: Request approval of job order no. 2 with SDB, Inc. for the construction of a temporary parking lot on the southeast corner of 7th Street and Myrtle Avenue and approve a project contingency.

DOCUMENT NAME: 20081016PWDR06 PARKING (0503-19) PROJECT NO. 6709101

SUPPORTING DOCS: Yes.

COMMENTS: Total amount for job order no. 2 is \$44,736 and the project contingency is \$5,000.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in General Government Capital Improvement Fund No. 67.

RECOMMENDATION: Approve job order no. 2 with SDB, Inc. in the amount of \$44,736, through the existing job order contract no. C2008-136, and approve a project contingency of \$5,000.

ADDITIONAL INFO: The scope of work for this project includes construction of a parking lot with approximately 65 parking stalls on the southeast corner of 7th Street and Myrtle Avenue. City Public Works Department forces will be completing the grading and paving for the project. SDB, Inc. will be building the site walls, and installing the electrical conduit and site lighting for the project.

The project contingency has been established at \$5,000, which is approximately eleven percent of the job order amount, to cover possible unforeseen conditions during construction.

Staff has reviewed the proposal from SDB, Inc. and found it to be in order. SDB, Inc. is one of three contractors previously selected through a qualifications based process consistent with A.R.S. §§ 34-601-611 for job order general construction services.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 2 TO SDB INC.
THROUGH EXISTING CONTRACT NO. C2008-136

UNIVERSITY SQUARE
TEMPORARY PARKING LOT

PROJECT NO. 6709101

This **JOB ORDER No. 2** is entered into on this 16th day of October, 2008, to SDB, Inc. (“**JOC CONTRACTOR**”) through the existing Contract made and entered into by and between the parties on July 22, 2008 (Contract No. C2008-136).

ARTICLE I – DESCRIPTION OF WORK, CONTRACT 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 University Square Temporary Parking Lot, (Project No. 6709101) (“**Project**”) for the sum of Forty Four Thousand Seven Hundred Thirty Six (\$44,736.00), as detailed in the Proposal (Exhibit “A”), and to completely and totally construct the same and install the materials therein for the Project, 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 Project and other documents that may be requested by the City through the Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location (“**Work Location**”) is 707 S. Myrtle Avenue, Tempe, AZ 85281. The JOC Contractor shall list the Work Location in any subcontract related to this job order at any level and each subcontractor shall likewise include the Work Location in any of its subcontracts.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) to the City for approval, prior

to receipt of a Notice to Proceed issued by the City for the Project.

ARTICLE III – AMENDMENT: This Job Order No. 2 is entered into pursuant to the City of Tempe Contract No. C2008-136, and the terms and conditions contained in Contract No. C2008-136 and all exhibits attached to the Contract and to this Job Order No. 2 are by this reference incorporated into this Job Order No. 2. All provisions of the underlying Contract where not inconsistent with this Job Order No. 2 shall remain binding on the parties.

ARTICLE IV – CONTRACT TERM: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed is issued by the City, and shall be completed within thirty (30) calendar days thereafter.

University Square Temporary Parking Lot
Project No. 6709101

The JOC Contractor warrants that the person who is signing this Job Order 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 Job Order.

DATED this _____ day of _____, 2008.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended by:

City Clerk

 _____
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

DATED: this _____ day of _____, 2008.

SDB, Inc.

By: _____
Name

Its: _____
Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

BID PROPOSAL

CUSTOMER:	<u>City of Tempe</u>	BID DATE:	<u>08/05/2008</u>
ADDRESS:	<u>31 East 5th Street</u>	PROPOSAL NO.:	<u>08-0372</u>
	<u>Tempe, AZ 85281</u>	PROPOSAL TYPE.:	<u>JOC</u>
JOB DESC.:	<u>University Cntr Prkng Lot</u>		
CONTACT:	<u>Chris Kabala</u>		

We are pleased to propose the following:

- * Based on plans provided by City of Tempe Engineering as to the following SOW.
- * Supply & install approx. 300 Lft. of concrete footers for block wall, 2'x2' pad, and 5 light pole bases
- * Supply & install approx. 300 Lft. Of Adobe Buff slump screen wall
- * Supply material & labor for trenching and installation of underground conduit and wire for 5 light poles (lights & poles supplied by owner) as well as connection of lights & bases and 1 rough-in for Pay Station (includes new fuses necessary for new circuits for poles @ SES)
- * Bollards per plan

Value	Multiplier	Price of Subcontractor(s)	\$27,875
\$0 to \$49,999	1.12	Price of Subconsultant(s)	\$0
\$50,000 to \$99,999	1.1	General Conditions	\$7,095
\$100,000 to \$199,999	1.08	Preconstruction Labor	\$520
\$200,000 to \$499,999	1.07	Subtotal	\$35,490
\$500,00 +	1.06	OH & P	\$5,368
		Total	\$40,858
		Insurance (2%)	\$877
		Bonds (1.735%)	\$763
		Sales Tax (5.265%)	\$2,238
		Combined Total	\$44,736
		SDB's Contingency (3% Inc. in Combined Total)	\$0
		City's contingency (10% Inc. in Combined Total)	\$0

CLARIFICATIONS

- 1) _____
- 2) _____
- 3) _____

EXCLUSIONS

- 1) Design, Engineering, Permits, Detection Services, and special Inspections
- 2) Premium time unless otherwise indicated
- 3) Identification of and/or removal of Hazardous Waste
- 4) Paving, striping, earthwork, import/export & any items not included in above scope of work

Thank you,

SDB, inc.

Randy Carlson
 Prepared by
 Parrish Rowland
 Reviewed by

Accepted by:

City of Tempe

SDB CONFIDENTIAL

SDB

CONTRACTING SERVICES

City of Tempe - JOC Estimate

SDB, inc.
810 W. 1 St. Tempe, AZ 85281
Phone 480-967-5810

Job Name: University Cntr Prkng Lot
COT Job #: # 6009011
Location: Various locations through out city and on ASU Campus

Date Submitted: 08/05/08
SDB Est #: 08-0372
SDB Job #: --

CSI	Description	Cost
01	Division 1 - General Requirements	\$ 7,615.00
03	Division 3 - Concrete	\$ 9,150.00
04	Division 4 - Masonry	\$ 8,910.00
26	Division 26 - Electrical	\$ 9,815.00
Sub Total		\$ 35,490.00

DIVISION BREAKDOWN					
QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
24.0	01-3105	Project Manager	HR	\$ 85.00	\$ 2,040.00
60.0	01-3120	Superintendent	HR	\$ 57.00	\$ 3,420.00
0.0		Permits (traffic)	EA	\$ -	\$ -
8.0		Pre-Construction	EA	\$ 65.00	\$ 520.00
1.0		Dust Permit	EA	\$ 500.00	\$ 500.00
1.0		Water Meter	EA	\$ 250.00	\$ 250.00
1.0		Water truck	EA	\$ 385.00	\$ 385.00
1.0		Water	EA	\$ 500.00	\$ 500.00
Total - Division 1 - General Requirements					\$ 7,615.00
Division 3 - Concrete					
1.0		Monte Mathews Concrete		\$ 9,150.00	\$ 9,150.00
0.0				\$ -	\$ -
Total - Division 3 - Concrete					\$ 9,150.00
Division 4 - Masonry					
1.0		SJC Masonry		\$ 8,910.00	\$ 8,910.00
0.0				\$ -	\$ -
Total - Division 4 - Masonry					\$ 8,910.00
Division 26 - Electrical					
1.0		RML - Electrical		\$ 8,815.00	\$ 8,815.00
1.0		Allowance for trenching unforeseen conditions		\$ 1,000.00	\$ 1,000.00
Total - Division 26 - Electrical					\$ 9,815.00



MONTE MATTHEWS CONCRETE, INC.

5113 W. Parkview Lane
Glendale, AZ 85310
Phone: (623) 434-8901
Fax: (623) 434-8902

PROPOSAL AND ACCEPTANCE (Contract)

DATE: August 17, 2008
TO: Randy Carlson
SDB
JOB LOCATION: Myrtle Parking Lot

MONTE MATTHEWS CONCRETE, INCORPORATED hereby proposes to furnish all labor, materials, tools, equipment and supervision to perform work for the project noted above, as described in the following:

SCOPE OF WORK

Dig footing; Install rebar and pour approximately 275' x 1'6" x 8".	\$4,900.00
Drill, set and pour (5) light pole bases, 2' x 8' x 30" above grade.	\$2,750.00
Drill, set and pour (5) 4" ballards and 2' x 2' x 2' pad.	\$1,500.00
Total Bid	<u>\$9,150.00</u>

NOTE: This price is good for 30 days, due to increases in material cost.

Payment for the above work shall be made to MONTE MATTHEWS CONCRETE, INC. upon completion of work by MONTE MATTHEWS CONCRETE, INC.

All work on the project shall be performed in a workman-like manner in accordance with the above described plans and specifications, which have been read and initialed or signed by an authorized representative of MONTE MATTHEWS CONCRETE, INC. Any and all changes to the plans and specifications shall be in writing and signed by both parties.

During the term of this agreement MONTE MATTHEWS CONCRETE, INC., shall maintain Workman's Compensation and Employer Liability Insurance as required by law, and Public Liability and Property Damage Insurance.

MONTE MATTHEWS CONCRETE, INC.
Project: SDB - Myrtle Parking Lot
Page 2

The work on the project shall commence by notification, and MONTE MATTHEWS CONCRETE, INC., shall be allowed to perform on a continuous basis until the work is completed; subject, however, to work stoppage caused by acts of God, strike or other causes beyond the control of MONTE MATTHEWS CONCRETE, INC., including energy shortages and unusual material procurement delays.

This contract sum is subject to any changes for alteration required by City Building Departments for the procurement of construction building permits.

All sums not paid to MONTE MATTHEWS CONCRETE, INC. when due shall bear interest at the rate of 21% per annum until paid. In the event of non-payment by the Owner of any sums due to the MONTE MATTHEWS CONCRETE, INC., the Owner shall also pay all costs and expenses of collections incurred by the Contractor, including reasonable attorney's fees, whether or not suit is commenced.

OTHER PROVISIONS: (Indicate "None" if applicable): None.

EXCLUSIONS: Taxes, bonds, permits, termite pretreat, vapor barrier, wire mesh, hold down straps, demo, tree removal, sprinkler repair, sidewalks, backfill of other trades, testing labs, templates, concrete pump, floor protection, anchor bolts, dirt removal from site, and barricades.

Respectfully submitted,

MONTE MATTHEWS CONCRETE, INCORPORATED

By: *Monte Matthews*

Title: President

ACCEPTANCE OF PROPOSAL / CONTRACT

COMPANY: _____

BY: _____

DATE: _____

TITLE: _____

CM



Business Office
P.O. Box 2635
Mesa, AZ 85214
Tel: 480-659-8419
Fax: 480-659-8418
www.sjcmasonry.com

MASONRY BID PROPOSAL FOR:

PROJECT: Myrtle Parking lot bid
SPEC SECTIONS: per print

BID DATE: 08.11.08
ADDENDUM:

The prices offered are good for thirty days from acceptance of this proposal. The prices cover masonry work included in specs and the bid documents only. This proposal is subject to agreement of terms and conditions of sub contract. SJC Masonry requests this proposal become part of the contract.

STANDARD CONDITIONS: G.C. will provide the following items: Potable water, 120/240 electricity not more than 150 feet from slab, Adequate access to slab, Security, and Sanitary facilities.

ANY OUT OF LEVEL SURFACE INSTALLED BY OTHERS AND CORRECTED BY SJC MASONRY WILL THEN BE INVOICED @ \$17.00/LINEAR FOOT. THIS WILL BE DUE TEN DAYS AFTER REPAIR IS COMPLETE.

STANDARD WORK: SJC Masonry will install in masonry walls items weighing less than two hundred pounds while the walls are being constructed. Lay out of electrical boxes, plumbing or AC ducts is the responsibility of that trade's sub contractor. SJC Masonry will NOT haul away debris, but will use existing dumpster or debris area designated by the G.C / Homeowner.

ALL SPECIAL ORDER ITEMS, INTRAGAL COLOR MORTAR OR BLOCK, GROUND OR SHOT FACE BLOCK, PRECAST, BRICK, SIZED STONE, AND FAUX STONE REQUIRE 30% OF CONTRACT DOWN.

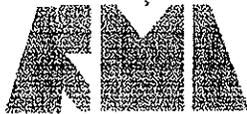
PAYMENT: Payment of invoice is due fifteen days after the G.C. / Homeowner receives it. Any balance unpaid after thirty days will be considered past due. G.C. / Homeowner agree to pay interest of 1.5% daily or 18% annually to SJC Masonry.

Total For 8.4.16 adobe buff slump screen wall.....8,910.00

ACCEPTANCE: Accepted signature required to proceed with project.

PREPARED BY: _____
Kevin Hotchkiss

ACCEPTED BY: _____



RML Electric, Inc.

Proposal

To: SDB
 Attn: Randy Carlson
 Fax: (480) 967-5841
 Date: Tuesday, August 12, 2008

Re: Myrtle Parking lot

The following includes labor, material, equipment, and direct/indirect expenses required for the execution of the scope of work referenced below and does not include any allowance for subsequent delays in performing the work or increased cost in performing unchanged portions of the work, claim for which is specifically reserved.

Specifications:	Per Specifications on Plan Sheets
Drawings:	Sheets 1-2
Plans Dated:	8/4/08
Addendums:	None
Local Codes:	<input checked="" type="checkbox"/>
Returned Clarifications:	<input checked="" type="checkbox"/>
Comments Below:	<input checked="" type="checkbox"/>

Scope Clarifications:

1. We are including installation of, bleeder, conduit, wire and all mounting hardware, fittings and junction boxes, as required for a complete installation.
2. We will provide the appropriate load breaker for the existing panel for the new load.
3. We will provide the remote meter for the attached load.
4. Best control, cleanup, barricades and access to site were always provided by others.
5. We will install poles and fixtures provided as shown on the drawings.
6. We will provide trenching/boring as needed to install conduit at pole base locations, but we are excluding any concrete/asphalt cutting, demo, removal or replacement.
7. We recommend but are excluding any underground detection services.
8. All overhead work for the light fixtures, such as ordering, price, payment, shipping, receiving, storage, security, or warranty is not included and is by others.
9. We are excluding any formed concrete, pole bases, pole base holes, rebar, forms, and sonotubes.
10. Price is based on having a reasonably leveled schedule.
11. All work will be done during normal business hours Monday through Friday. Overtime is not included.

5749 E. Atlanta
 Phoenix, AZ 85040
 Ph. (602) 244-2080
 Fax (602) 244-1756
 Licenses
 C-11 112490
 L-11 112489
 A-D 162386



RML Electric, Inc.

Base Bid:

\$8,815.00

This proposal is based on current market costs and material availability's. Current market conditions are dictating that material pricing given is only valid the day of purchase. We have endeavored to provide the lowest cost proposal. But this proposal is based on the current costs today. At the time of contract award we reserve the right to adjust our proposal amount by the difference between today's current price and the current price at the time of contract award plus OH&P. In the case of materials that physically cannot be ordered in advance of usage we reserve our rights to adjust the contract amount at the time of order by the difference between today's current price and the current price at the time of order plus OH&P. This adjustment can be made upward or downward as the market conditions dictate. This limitation is not intended to be perceived as pressure toward those making the project award decision. On the contrary, it is intended to make everyone involved fully aware of the present day constraints being placed on us by our material suppliers.

This proposal is contingent upon

- 1- The final contract being issued with terms as stated in the AIA A191-97 subcontract form and
- 2- the exclusion of any requirements to waive subrogation of claims covered by workman's compensation and
- 3- the exclusion of any insurance policies that are to be listed as "Primary and Non Contributory" and
- 4- RML will agree to hold only the contractor and the owner harmless from any claims that may arise as a direct result of an RML, or its vendors, actions

- 1.) This proposal is firm for 15 days.
- 2.) Installation is guaranteed for one year
- 3.) Please refer to the attached Bid Clarification sheet.
- 4.) Thank you for the opportunity of submitting this Proposal.

Authorized Signature

Acceptance Signature

David Glockner
Project Manager
Special Projects Group
602) 244-2980 x 35

Print

Title

3749 E. Atlanta
Phoenix, AZ 85040
Ph. (602) 244-2080
Fax (602) 244-1756
Licenses
C-11 112490
L-11 112489
A-11 162266

TERMS: Net payment due within 30 days of the invoice date. Interest charges of 1.5% per month will apply to past due unpaid balances. If the account is turned over to collection, all collection costs, fees, and interest will be assessed in addition to the unpaid balance.



RML Electric, Inc.

Bid Clarifications

Job: Myrtle Parking Lot

Date: 8/12/2008

Item	Included	Excluded	N/A
Safe off of electrical for demolition			<input checked="" type="checkbox"/>
Temporary Power (If included see add allowance above)			<input checked="" type="checkbox"/>
Temporary Lighting (If included see add allowance above)			<input checked="" type="checkbox"/>
Primary Conduit(s) From utility to transformer		<input checked="" type="checkbox"/>	
Secondary Conduit(s) From Transformer to SES		<input checked="" type="checkbox"/>	
Telecom Conduit(s) for utility co to building			<input checked="" type="checkbox"/>
Ceiling Wire Fixture Supports			<input checked="" type="checkbox"/>
Ceiling Wire Conduit Supports			<input checked="" type="checkbox"/>
Overtime (Saturdays if required)		<input checked="" type="checkbox"/>	
Trenching & Native Soil Backfill	<input checked="" type="checkbox"/>		
Import / Export of Dirt		<input checked="" type="checkbox"/>	
Rock / Gravel Digging		<input checked="" type="checkbox"/>	
Shade Material/Slurry if required by power Co.		<input checked="" type="checkbox"/>	
Asphalt Cut / Demo / Patch/ Remove		<input checked="" type="checkbox"/>	
Concrete Cut/Demo/ Remove/Patch		<input checked="" type="checkbox"/>	
X-Ray Floor before cut or core/ Private Locate prior to trenching		<input checked="" type="checkbox"/>	
Coring - Floor / Wall our work only		<input checked="" type="checkbox"/>	
Concrete for Pads, Pole Bases, Duct banks		<input checked="" type="checkbox"/>	
Pre Cast or concrete transformer Base		<input checked="" type="checkbox"/>	
Special Tools / Kits		<input checked="" type="checkbox"/>	
Fire Seal (for our work performed)		<input checked="" type="checkbox"/>	
Roof cutting or patching			<input checked="" type="checkbox"/>
Job Storage. Materials purchased by RMI. Only		<input checked="" type="checkbox"/>	
TMB Boards or Cabinet			<input checked="" type="checkbox"/>
Power for Fire Safety Devices			<input checked="" type="checkbox"/>
Fire Sprinkler Flow Monitor for 1 Fire Riser			<input checked="" type="checkbox"/>
Duct Detectors /Dampers Furnished and Installed by other, we power			<input checked="" type="checkbox"/>
Sound / Paging System Empty Conduits and j boxes only			<input checked="" type="checkbox"/>
Security System Empty Conduits & j boxes only			<input checked="" type="checkbox"/>
Data Outlets 3/4" stub AFC			<input checked="" type="checkbox"/>
TELCO Outlets 3/4" stub AFC			<input checked="" type="checkbox"/>
UPS supply and load conduit, wiring, connections only. UPS by others			<input checked="" type="checkbox"/>
T-Stat / Control Wiring			<input checked="" type="checkbox"/>
T-Stat / Control conduits to accessible ceiling space			<input checked="" type="checkbox"/>
Energy Management System/Bldg Management System (TC/PS)		<input checked="" type="checkbox"/>	
Interduct and or fiber optic			<input checked="" type="checkbox"/>
Existing Onsite Site Exterior Lighting		<input checked="" type="checkbox"/>	
Engineered Drawings		<input checked="" type="checkbox"/>	
Permits		<input checked="" type="checkbox"/>	
Sales Tax		<input checked="" type="checkbox"/>	
Utility Co./Traffic Signal		<input checked="" type="checkbox"/>	
Bond		<input checked="" type="checkbox"/>	
Survey & Staking		<input checked="" type="checkbox"/>	
Testing (Ground/Leaker)		<input checked="" type="checkbox"/>	
Lightning Protection System		<input checked="" type="checkbox"/>	

314 E. Atlanta
 Phoenix, AZ 85040
 Ph. (602) 244-2080
 Fax (602) 244-1756
 Licenses
 C-11 1121490
 L-11 1121499
 A-11 162576

h

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 16th day of October, 2008, to complete Project No. 6709101, 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.

Dated 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 16th day of October, 2008, to complete Project No. 6709101, 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.

Dated 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 _____

University Square Temporary Parking Lot
PROJECT NO. 6709101

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

[Seal]