

SUBJECT: Request approval of job order no. 5 with Caliente Construction, Inc. and a project contingency for tenant improvements at 20 E. Sixth Street, third floor Tax and License office.

DOCUMENT NAME: 20090423PWTG02 MUNICIPAL BUILDINGS (1001-17) PROJECT NO. 6703371

COMMENTS: Total amount of job order no. 5 is \$113,265 and the project contingency is \$5,663.

PREPARED BY: Theresa Galindo, Acting Engineering Contracts Administrator (x8518)

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

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

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

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6703371.

RECOMMENDATION: Approve job order no. 5 with Caliente Construction, Inc. in the amount of \$113,265, through existing job order contract no. C2008-137, and approve a project contingency of \$5,663.

ADDITIONAL INFO: The scope of work for this job order consists of tenant improvements at 20 East 6th Street, 3rd floor and will prepare space for the relocation of Tax and License and portions of the Risk Management work groups.

The project contingency has been established at \$5,663, which is approximately five percent (5%) of the job order amount, to cover possible unforeseen conditions during construction.

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

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

 COPY

JOB ORDER NO. 5 TO CALIENTE CONSTRUCTION, INC.
THROUGH EXISTING CONTRACT NO. C2008-137

TENANT IMPROVEMENTS AT 20 E. 6TH STREET
3RD FLOOR (TAX & LICENSE)

PROJECT NO. 6703371

This **JOB ORDER NO. 5** is entered into on this 23rd day of April, 2009, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **Caliente Construction, Inc.** (“**JOC CONTRACTOR**”) through the existing Contract made and entered into by and between the parties on July 22, 2008 (Contract No. C2008-137).

ARTICLE I – JOB ORDER PRICE AND WORK LOCATION: 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 Tenant Improvements at 20 E. 6th Street, 3rd Floor (Tax & License), (Project No. 6703371) (“Project”) for the sum of One Hundred Thirteen Thousand Two Hundred Sixty Five Dollars (\$113,265), 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 20 E. 6th Street, 3rd Floor. 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: JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) to City for approval prior to receipt of a Notice to Proceed issued by City for the Project.

ARTICLE III – AMENDMENT: City of Tempe Contract No. C2008-137 and the terms and conditions contained in Contract No. C2008-137 and all exhibits attached to the Contract and to this Job Order No. 5 are by reference incorporated into this Job Order No. 5. All provisions of the underlying Contract where not inconsistent with this Job Order No. 5 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 City, and shall be completed within forty five (45) calendar days thereafter.

ARTICLE V – SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST: JOC represents and warrants to City that neither JOC nor any affiliate or representative of Contractor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, JOC certifies that it does not have a scrutinized business operation in either Iran or Sudan.

ARTICLE VI – EMPLOYMENT LAWS: JOC agrees and covenants that it will comply with any and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healy Act, and the Arizona Fair and

Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. JOC acknowledges that a breach of this warranty is a material breach of this Contract and JOC is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. JOC hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

JOC further agrees to include the provisions of this section in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

[SIGNATURE PAGE TO FOLLOW]

Tenant Improvements at 20 E. 6th Street
3rd Floor (Tax & License)
Project No. 6703371

DATED this _____ day of _____, 2009.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended by:

City Clerk

Deputy PW Manager/City Engineer
AK

APPROVED AS TO FORM:

City Attorney

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.

CALIENTE CONSTRUCTION, 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

EXHIBIT A

CODE	ITEM	QTY	TYP	RATE	LABOR	MATERIAL	SUBCONTR	EQUIP	OTHER	SUBTOTAL	TOTAL	SUB
CITY OF TEMPE JOC 20 EAST SIXTH STREET - 3RD FLOOR												
			Callente Construction Inc.				242 South El Dorado Circle, Mesa, Arizona 85202 Telephone (480) 894-5500 Facsimile (480) 894-2323				3/13/2009	
01	GENERAL CONDITIONS											
	General Conditions	1	ls	\$ 21,220.00			21,220.00			\$ 21,220.00		
	Subtotal									\$ 21,220.00		
02	SITWORK											
	Demolition	1	ls	\$ 2,100.00						\$ 2,100.00		
	Carpet Cleaning	1	ls	\$ 750.00						\$ 750.00		
	Subtotal									\$ 2,850.00		
08	DOORS AND WINDOWS											
	F&I Doors, Frames & Hardware	7	ea	\$ 1,072.00			7,504.00			\$ 7,504.00		
	Side Lite Glass	6	ea	\$ 350.00			2,100.00			\$ 2,100.00		
	Pixie-Glass Window w/ SS Pass Thru	1	ea	\$ 3,700.00			3,700.00			\$ 3,700.00		
	Subtotal									\$ 13,304.00		
09	FINISHES											
	Drywall and Framing	1	ls	\$ 13,850.00			13,850.00			\$ 13,850.00		
	Carpet VCT and Base	1	ls	\$ 1,850.00			1,850.00			\$ 1,850.00		
	Acoustic Ceiling	1	ls	\$ 2,850.00			2,850.00			\$ 2,850.00		
	Painting New Walls	5,058	sf	\$ 0.45			2,276.10			\$ 2,276.10		
	Painting Existing Walls	2,070	sf	\$ 0.45			931.50			\$ 931.50		
	Finish Doors	7	ea	\$ 75.00			525.00			\$ 525.00		
	Millwork Uppers and Lovers	8	lf	\$ 250.00			2,000.00			\$ 2,000.00		
	Subtotal									\$ 24,282.60		
15	MECHANICAL											
	Fire Sprinklers	1	ls	\$ 2,790.00			2,790.00			\$ 2,790.00		
	Plumbing	1	ls	\$ 1,100.00			1,100.00			\$ 1,100.00		
	HVAC	1	ls	\$ 1,225.00			1,225.00			\$ 1,225.00		
	Subtotal									\$ 5,115.00		
16	ELECTRICAL											
	Electrical	1	ls	\$ 14,800.00						\$ 14,800.00		
	Fire Alarm	1	ls	\$ 4,500.00						\$ 4,500.00		
	Subtotal									\$ 19,300.00		
	Contingency	1	ls	\$ 10,000.00						\$ 10,000.00		
	SUBTOTAL						\$ 66,771.60			\$ 98,071.60		
	CONTRACTOR BOND									\$ 960.72		
	GENERAL LIABILITY INSURANCE									\$ 960.72		
	FEE									\$ 9,607.16		
	SUBTOTAL									\$ 107,600.19		
	TAX									\$ 5,665.15		
	TOTAL									\$ 113,265		
<p>EXCLUSIONS/CLARIFICATIONS This budget is priced from the drawings dated 2-2-09 and from job walks dated 3-9-09 & 3-12-09 Fire alarm is an Allowance</p>												

mm

IMPROVEMENTS TO:
20 E Sixth Street, Third Floor, Tempe AZ 85280
Tax and Licensing Office
C.I.P. # 670337

Mayor

Hugh Hallman
 Shana Ellis - Vice Mayor

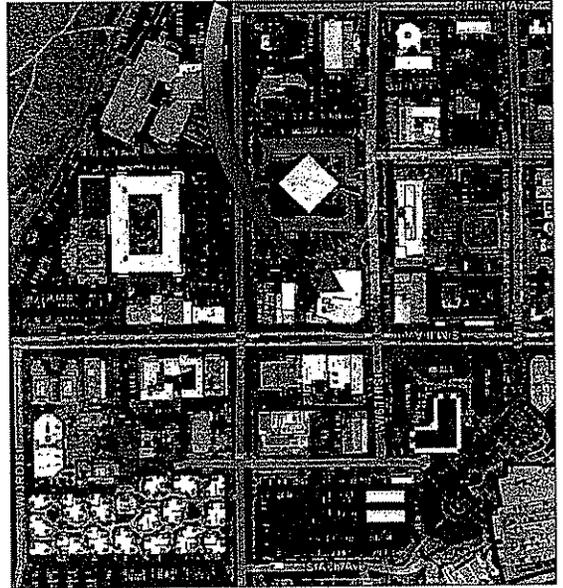
Council

Mark Mitchell
 Joel Navarro
 Onnie Shekerjian

Ben Arredondo
 Corey Woods

Architect

City of Tempe
 Community Design Studio
 Mark Vinson w/ Durrant Williams
 (480.350.8367) (480.350.2751)



Vicinity Map n.t.s.

Scope of work

DEMOLITION:
 RELOCATE/ REUSE EXISTING
 FIXTURES AS SHOWN ON PLANS

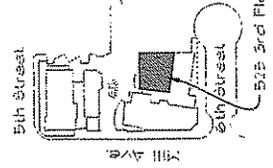
NEW CONSTRUCTION:
 INSTALL NEW DOORS, WALLS,
 MECHANICAL AND
 ELECTRICAL/PHONE/DATA FIXTURES
 AS NOTED ON PLANS. FINISH TO
 MATCH EXISTING.

TYPE II (A) OCCUPANCY B

Sheet List	
Sheet Number	Sheet Title
General	
T - 1	Title Sheet
Architectural	
A - 1	Floor Plans
A - 2	RCP
A - 3	Section & Detail
A - 4	Detail

City Codes

- Existing Building 2003 International Existing Building Code (IEBC)
- Building 2003 International Building Code (IBC)
- Mechanical 2003 International Mechanical Code (IMC)
- Plumbing 1996 National Electric Code (NEC)
- Fire Code Arizona State Plumbing Code - latest adopted edition
- Fire Sprinkler 2003 International Fire Code
- 1999 NFPA 13



SITE

Location Plan n.t.s.

General Notes

- Portions of the information shown on these drawings were taken from site observations. Drawings are not to be construed as "as-built" conditions and the contractor shall field verify dimensions and actual installed conditions. Should any conflicts arise between actual conditions and those shown on the drawings, the Contractor shall notify the Architect of such conflicts before proceeding with the work. These drawings shall not be scaled for exact dimensions.
- Smoking permitted within the designated non-work exterior areas only. Alcohol and drugs are strictly prohibited.
- All work in this project shall be in complete accordance with all applicable codes latest adopted editions.
- Contractor to perform all work necessary for a complete job, whether depicted or implied.



Project Name and Address
 525 3rd Floor Remod.
 525 3rd Floor Remod.
 660 S Mill Ave # 105
 Tempe, AZ 85281

No.	Revision/Issue	Date
Project Name and Address		
525 3rd Floor Remod.		
No.	3/17/09	
No.	As Noted	
		T - 1



Handwritten initials

DEMO HOTEL

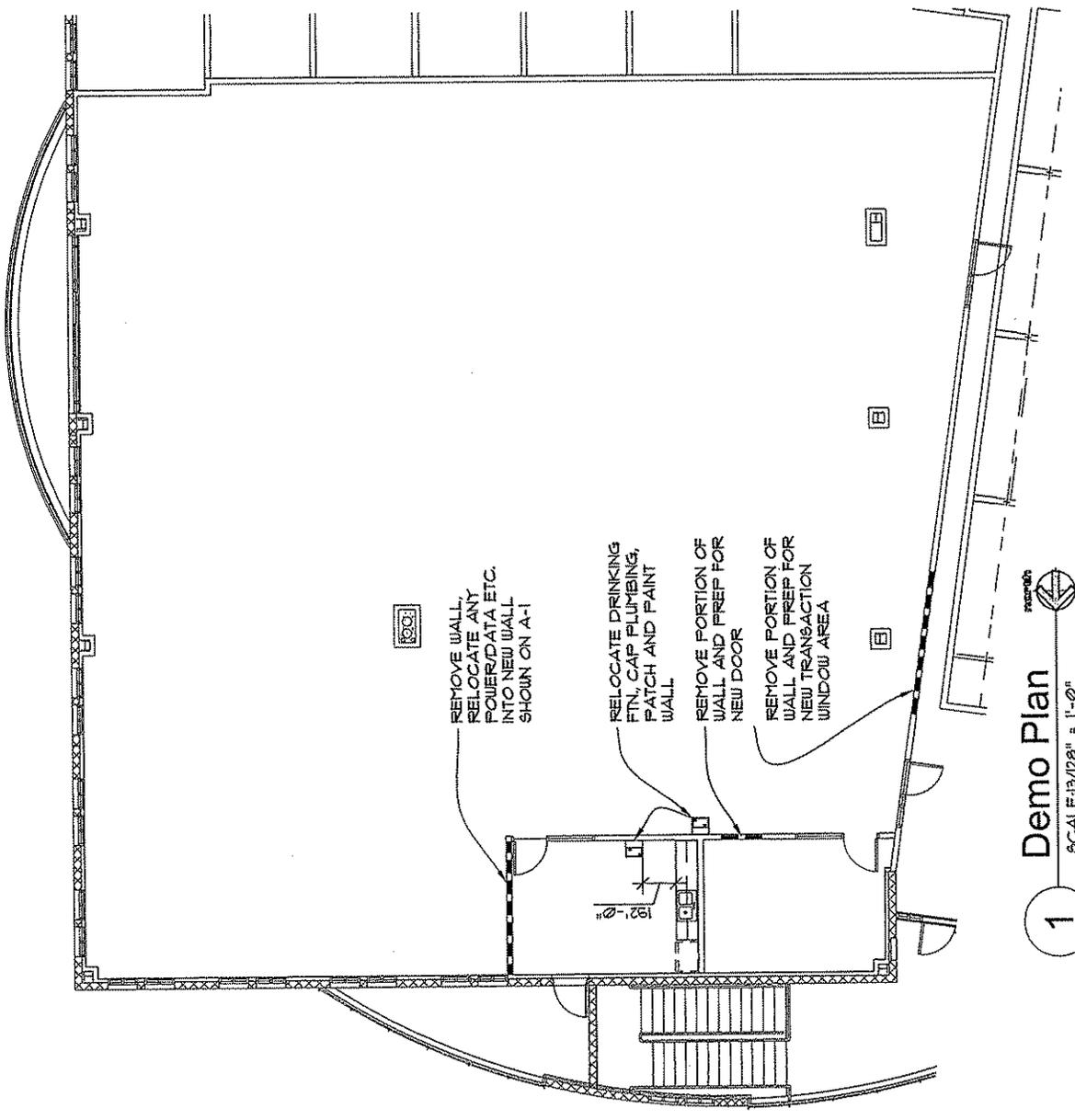
PROTECT ALL EXISTING WALLS, DOORS, WINDOWS, MILLWORK, ETC. THAT REMAIN FROM DEMOLITION AND RENOVATION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OR REPLACING TO ORIGINAL CONDITION ANY ITEMS DAMAGED DURING DEMOLITION OR RENOVATION WORK.

No.	Revision/Issue	Date



Project Name and Address:
Tax & Licensing TI
 525 3rd Floor Remod,
 660 S Mill Ave # 105
 Tempe, AZ 85281

Project No. **A_0**
 Title: **Tax & Licensing TI**
 Date: **7/17/2009**
 Author: **As Noted**



1 Demo Plan
 SCALE: 1/32" = 1'-0"

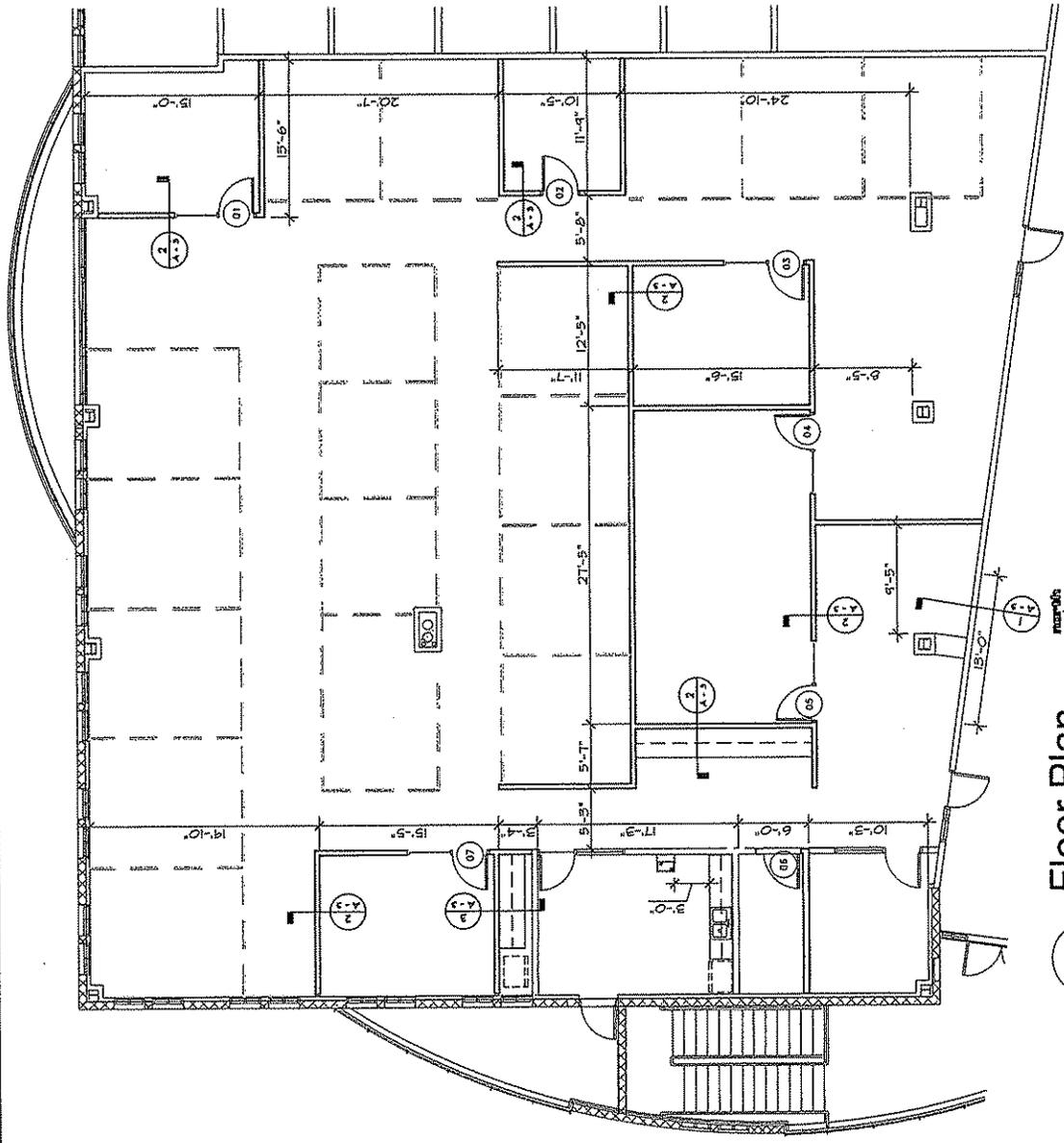
TWH

General Notes	
No.	Revision/Issue
Date	



Project Name and Address
Tax & Licensing TI
 525 3rd Floor Remod.
 660 S Mill Ave # 105
 Tempe, AZ 85281

Project No. 1
 Title: Tax & Licensing TI
 Date: 2/17/2003
 Scale: As Noted



1 Floor Plan
 SCALE: 1/32" = 1'-0"

TWW

General Notes

No.	Revision/Date	Date

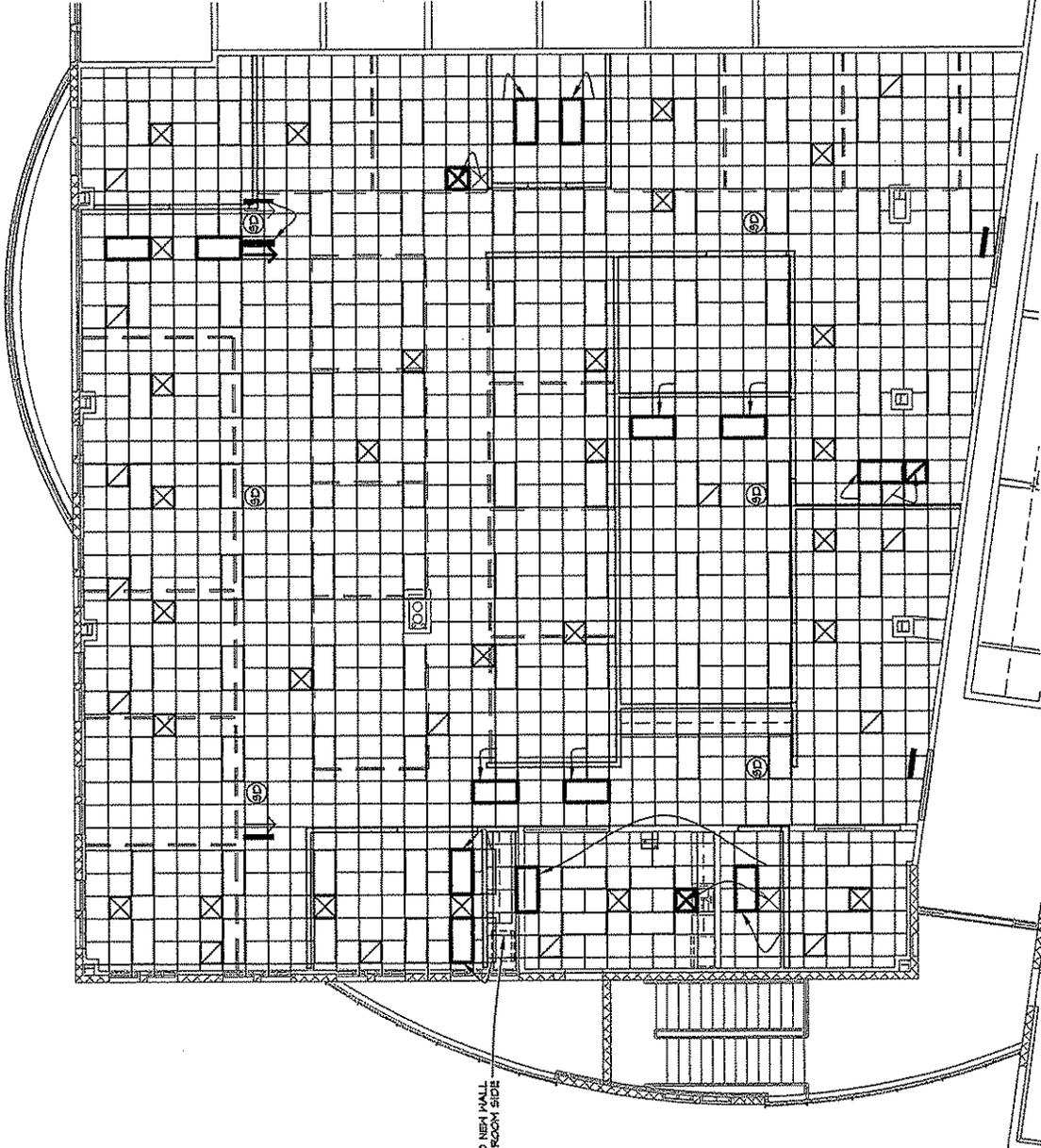


Project Name and Address
 Tax & Licensing TI
 525 3rd Floor Remod.
 660 S Mill Ave • 1025
 Tempe, AZ 85281

Project No.	7/5/009
Date	As Noted
Sheet	A_2

LEGEND

- repositioned fixture
- old fixture location
- existing fixture to remain
- repositioned supply/return
- old supply/return location
- existing supply/return to remain
- smoke detector
- exit sign
- alarm
- switchboard



Reflected Ceiling Plan

SCALE: 1/8" = 1'-0"

1

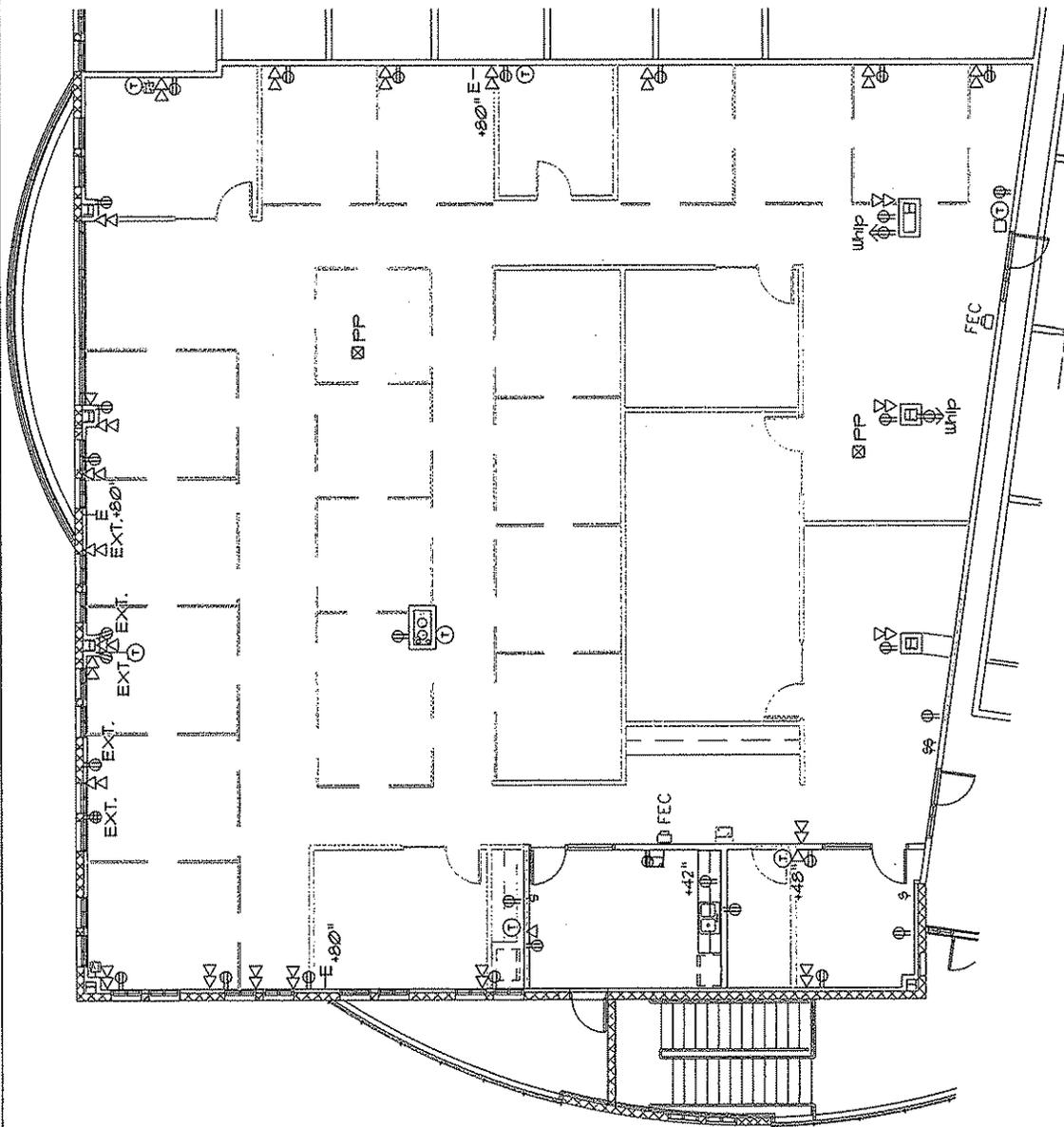
TWW

General Notes	
No.	Revision/Issue
	Date

THE GREAT WALL
CITY OF TEMPE
 COMMUNITY DEVELOPMENT
 1000 N. GILBERT
 TEMPE, AZ 85281

Project Name and Address
Tax & Licensing TI
525 3rd Floor Remod.
 660 S Mill Ave # 105
 Tempe, AZ 85281

Project No. **E_1**
 Title **Tax & Licensing TI**
 Date **2/27/2023**
 Scale **As Noted**



Existing Electrical Plan
 SCALE: 1/32" = 1'-0"

1

TW

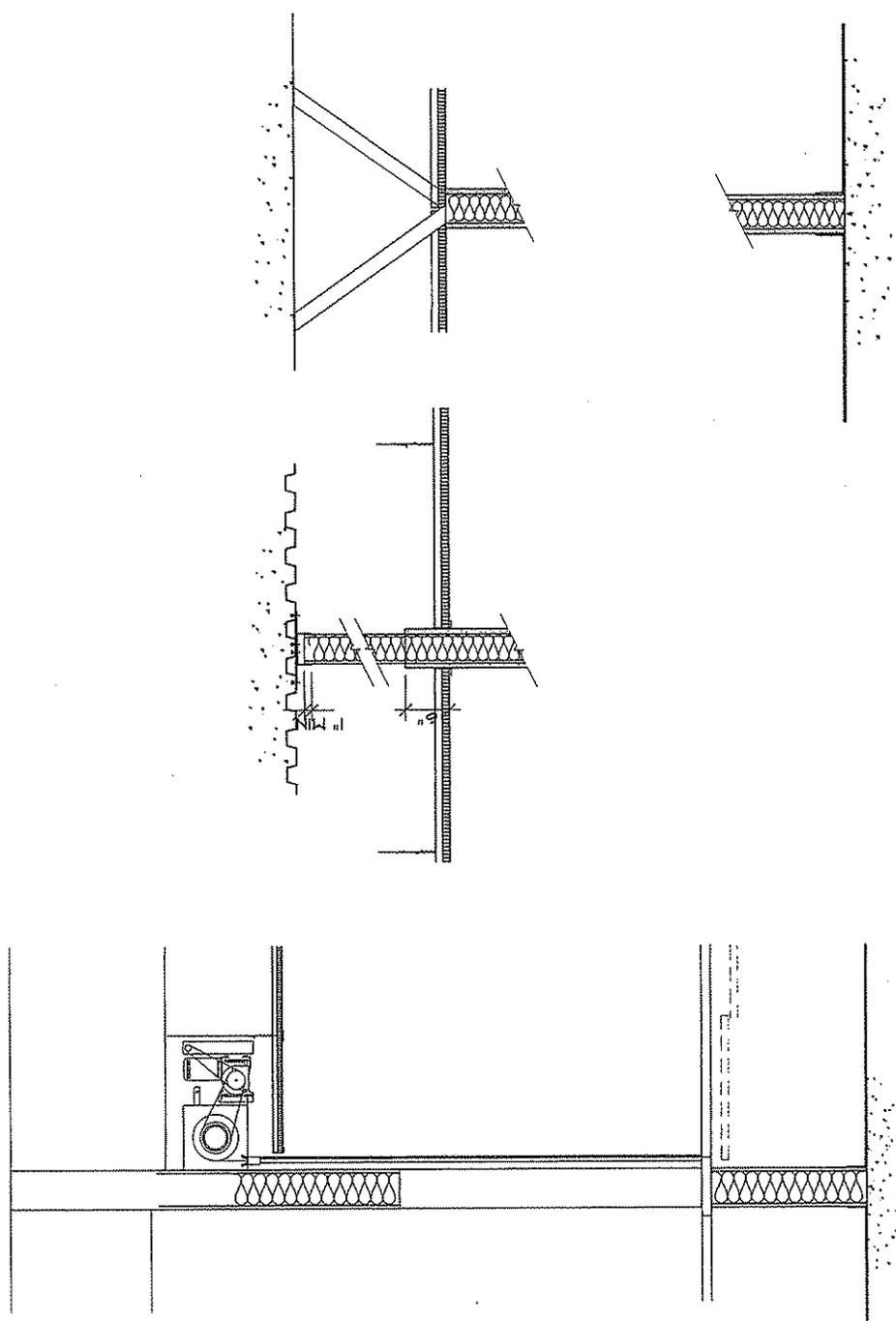
General Notes

No.	Revisions/Notes	Date

CITY OF TEMPE
Community Development
315 E. 8th Street
Tempe, AZ 85281

Tax & Licensing TI
525 3rd Floor Remod.
660 S Mill Ave # 105
Tempe, AZ 85281

Project Name: Tax & Licensing TI
Date: 3/22/09
Scale: As Noted
A_3



TW

DOOR SCHEDULE

MARK	TYPE	DOOR		FRAME				FIRE RATING	HARDWARE		NOTES
		SIZE		DETAIL					SET NO	KEYSIDE RM NO	
		WD	HGT	MATL	HEAD	JAMB	SILL				
1	A	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW
2	B	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW
3	A	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW
4	A	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW
5	B	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW
6	B	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW
7	A	3'-0"	8'-0"	SCW	2/A-4	2/A-4	--	HPL	---	---	NEW

KEYNOTES:

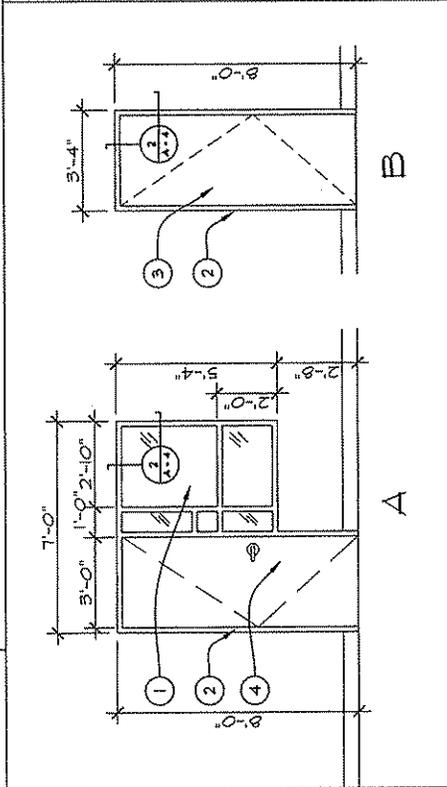
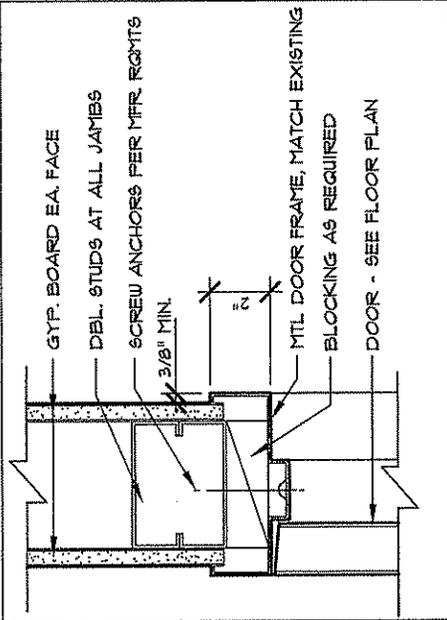
- TEMPERED GLASS
SLIGHT COLOR,
SLASH GREY TO MATCH
EXISTING. PROVIDE
KINGPIN BOLTS FOR
VISUAL SECURITY
- HOLLOW METAL FRAME,
COLOR TO MATCH
EXISTING
- FLUSH WOOD DOOR W/
MATCH FINISH TO
EXISTING
- NEW 1-5/8" WOOD DOOR
H.M. FRAME AND MIRROR
ASSEMBLY TO MATCH
EXISTING

No.	Revisory/Issue	Date



Project Name and Address
 Tax & Licensing TI
 525 3rd Floor Remod.
 660 S Mill Ave # 105
 Tempe, AZ 85281

Task #	Licensing TI	Rev	A_4
Date	3/1/2023		
			As Noted



1 Door Schedule SCALE: 3/4" = 1'-0"

2 Door Jam (Head Sim.) SCALE: 3/4" = 1'-0"

NOTE:
 HARDWARE TO BE CORBIN RUSSWIN EXTRA HEAVY DUTY
 SERIES CL3300 TO MATCH EXISTING. LEVER ON BOTH
 SIDES, NO PANIC HARDWARE, NOT A FIRE EXIT DOOR
 KEYED TO CORBIN - RUSSWIN (C.O.T. GREAT-GRANDMASTER)

Handwritten signature

General Notes

No.	Revision/Date	Date



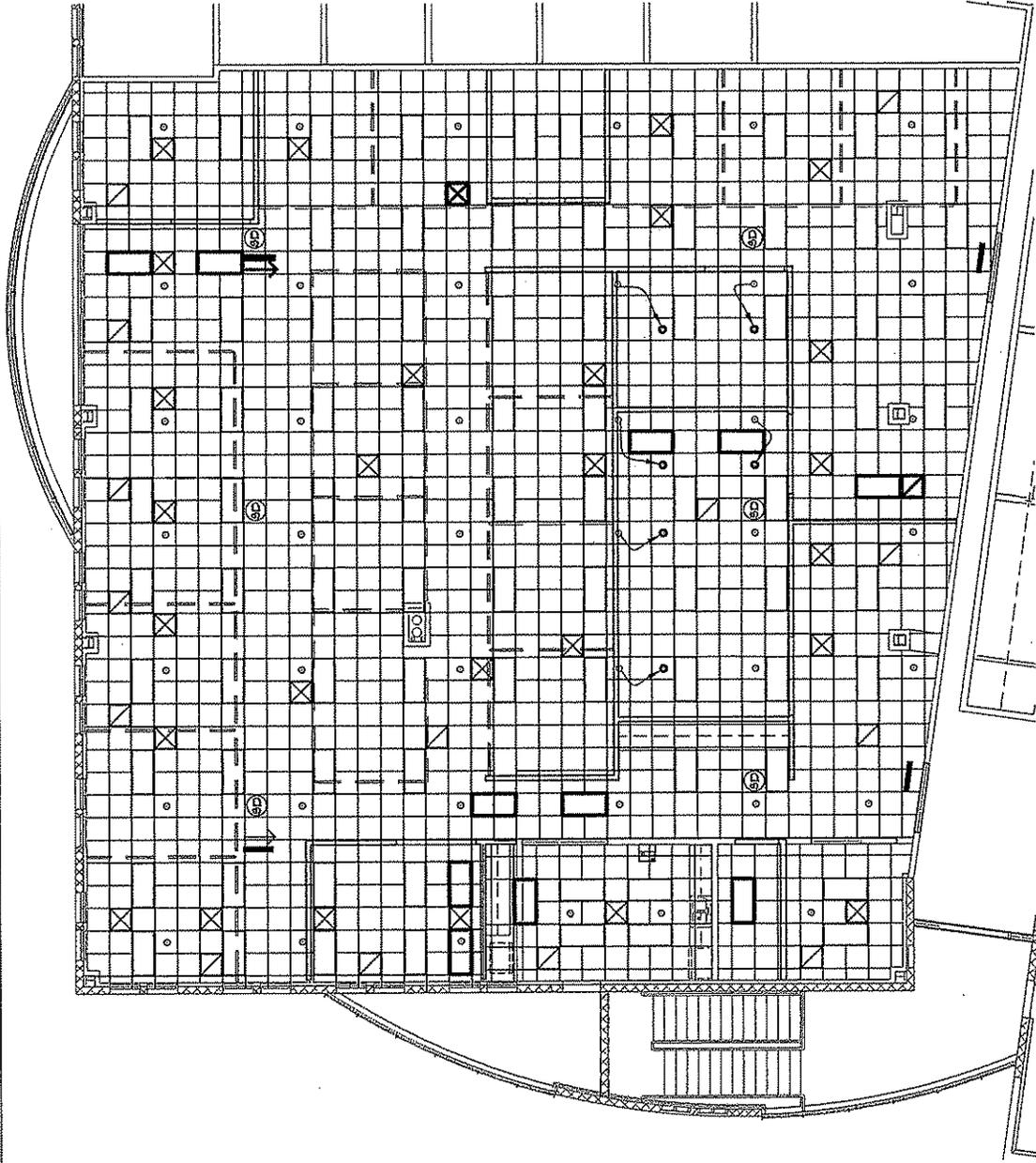
Project Name & Address
Tax & Licensing TI
525 3rd Floor Renard,
660 S Mill Ave # 1025
Tempe, AZ 85281

Project	

Issue	Date

Drawn	

Checked	Date



Fire Sprinkler Plan

SCALE: 1/8" = 1'-0"

1

TW

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 23rd day of April, 2009, to complete Project No. 6703371, 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 _____, 2009.

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 23rd day of April, 2009, to complete Project No. 6703371, 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 _____, 2009.

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 _____

TENANT IMPROVEMENTS AT 20 E. 6TH STREET
3RD FLOOR (TAX & LICENSE)
PROJECT NO. 6703371

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 _____, 2009.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2009.

Notary Public

[Seal]