

Staff Summary Report



Council Meeting Date: 06/11/2009

Agenda Item Number: _____

SUBJECT: Request approval of job order no. 1 with Quest Civil Constructors, Inc. and a project contingency for Kyrene Water Reclamation Plant Safety Improvements.

DOCUMENT NAME: 20090611PWTG03 KYRENE WATER RECLAMATION PLANT (0812-02)
PROJECT NO. 3202882

COMMENTS: Total amount of job order no. 1 is \$71,216 and the project contingency is \$7,000.

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

REVIEWED BY: Don Hawkes, Water Utilities Manager (x2660)
Andy Goh, Deputy PW Manager/City Engineer (x8896)

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

DEPARTMENT REVIEW BY: Glenn Kephart, Public Works Manager (x8205)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 3202882.

RECOMMENDATION: Approve job order no. 1 with Quest Civil Constructors, Inc. in the amount of \$71,216, through existing job order contract no. C2008-250, and approve a project contingency of \$7,000.

ADDITIONAL INFO: The scope of work for this job order consists of a ladder to be installed as a secondary emergency egress from the downstairs piping gallery to include removal of a portion of an existing concrete deck, and the installation of the ladder and a hatch as an exit point on the concrete deck above. A shade screen will also be installed on the south side of the existing odor control equipment and piping to prevent ultra violet light damage.

The project contingency has been established at \$7,000, which is approximately ten percent (10%) of the job order amount, to cover possible unforeseen conditions during construction.

Staff has reviewed the proposal from Quest Civil Constructors, Inc. and found it to be in order. Quest Civil Constructors, Inc. 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.

COPI

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER NO. 1 TO QUEST CIVIL CONSTRUCTORS, INC.
THROUGH EXISTING CONTRACT NO. C2008-250

**KYRENE WATER RECLAMATION PLANT SAFETY
IMPROVEMENTS**

PROJECT NO. 3202882

This **JOB ORDER NO. 1** is entered into on this 11th day of June, 2009, by and between the **City of Tempe**, an Arizona municipal corporation (“City”) and **Quest Civil Constructors, Inc.**, an Arizona corporation company, (“JOC”), through the existing Contract made and entered into by and between the parties on December 11, 2008 (Contract No. C2008-250).

SECTION 1 – JOB ORDER PRICE AND WORK LOCATION: JOC 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 Kyrene Water Reclamation Plant Safety Improvements (Project No. 3202882) (“Project”) for the sum of Seventy One Thousand Two Hundred Sixteen Dollars (\$71,216.00), 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 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 City through its Engineer or other properly authorized agents, as provided herein. The full street or physical address of the construction work location (“Work Location”) is 311 W. Guadalupe Road, Tempe, Arizona. JOC 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.

SECTION 2 – REQUIRED SUBMITTALS: JOC 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.

SECTION 3 – AMENDMENT: City of Tempe Contract No. C2008-250, the terms and conditions contained therein and all exhibits attached to the Contract and to this Job Order No. 1, are by reference incorporated into this Job Order No. 1. All provisions of the underlying Contract where not inconsistent with this Job Order No. 1 shall remain binding on the parties.

SECTION 4 – 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.

[SIGNATURE PAGE TO FOLLOW]

Kyrene Water Reclamation Plant Safety Improvements
Project No. 3202882

DATED this _____ day of _____, 2009.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

Recommended by:

ATTEST:

City Clerk

AG _____
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney



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

QUEST CIVIL CONSTRUCTORS, 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

**City of Tempe - Kyrene WRP Safety Improvements and Sunshade Panels Installation
Attachment A - Job Order Proposal**

Job Order Cost Summary / Pricing Matrix Amount

Direct Cost Of The Work:

EXHIBIT A

General Conditions		\$	9,127
Site Investigation and Layout		\$	1,190
Demo Pad and Sawcut Opening		\$	2,886
Furnish and Install Ship Stair		\$	5,766
Furnish and Install Access Hatch and Guardrail		\$	5,459
Furnish and Install Sunshade		\$	31,110
Sunshade Engineering		\$	2,400
Allowance - Sprinkler Relocate		\$	1,000
Allowance - Additional Concrete Removal		\$	1,000

Total Direct Cost Of The Work = **\$ 59,938** ✓

Overhead and Profit Multiplier 10.0% \$ 5,994

Total Direct Cost Of The Work = **\$ 65,932** ✓

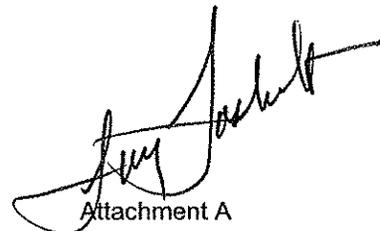
Insurance 1.5% \$ 989

Payment and Performance Bonds 1.25% \$ 824

Arizona / County / City Privilege Taxes 5.265% \$ 3,471

Combined Total **\$ 71,216** ✓

***Time included in General Conditions is to complete the following tasks:
preparation of GMP, project coordination, shop drawing review and submittal, site supervision, purchase agreement drafting, subcontract agreement drafting, and preparation of building safety permit submittal package.


Attachment A



CIVIL CONSTRUCTORS
FABRICATORS
CONSTRUCTION MANAGERS

March 2, 2009

Mr. Philip Brown
Senior Civil Engineer
Capital Improvement Project Design Section
Public Works Department
31 East Fifth Street
Tempe, AZ 85281

RE: Kyrene Water Reclamation Plant
Guaranteed Maximum Price Proposal (GMP) – Revision 1
Safety Improvements and Sunshade Panels Installation

Dear Mr. Brown:

Quest Civil Constructors, Inc. (Quest) proposes to construct the Safety Improvements and Sunshade Panels Installation Project for the Guaranteed Maximum Price of **\$70,840.00**. This proposal is based on the plans dated December, 2008, specifications dated November 2008 as prepared by Wilson Engineers, and job walk with the City. This proposal is an integral part of the Guaranteed Maximum Price agreement.

Construction of the project is based upon the following delivery/fabrication times after Notice to Proceed has been issued:

- Delivery of the access hatch is estimated at six to eight weeks after approved submittals.
- Delivery of ship stair is estimated at four to five weeks after approved submittals.
- Quest anticipates completing the project within ninety (90) days from Notice to Proceed date.

The following assumptions were made in the preparation of the Guaranteed Maximum Price:

- The fire sprinkler will remain in place. An allowance has been included if the City would like to relocate the sprinkler.
- The northernmost conduit will be cut and capped to allow for removal of concrete slab.
- There are no other utilities in conflict with the roof hatch section.
- The hatch provided will be a Bilco RL-SS 4' x 3' with a reduced curb height.
- The ship stair provided will be a Precision Ladder aluminum SL211 with a 30" tread width and 1.5" OD handrail.
- This proposal includes the costs shown in the attached quote from Shade'n-Net, the subcontractor solicited by the City to perform fabrication and installation of shade panels. (Additionally we have included a quotation for the same scope from Alumaline, a company we have worked with in the past.)
- Sunshade panel sizes and layout will be per the attached quote from Shade-N-Net.
- Quest will provide the City with State of Arizona Professional Engineer stamped drawings and calculations as required for submittal of Building Safety Permit Application for the shade panels.
- Quest will submit for the Building Safety Permit but no costs have been included for actual cost of the permit.

A handwritten signature in black ink, appearing to read "Jay [unclear]", is located in the bottom right corner of the page.

Page 2 of 2
Mr. Phillip Brown
Guaranteed Maximum Cost Proposal
Safety Improvements and Sunshade Panels Installation Project
March 2, 2009

- ~~No survey will be necessary for the layout and installation of the access hatch or stair. If the City would like to have Registered Surveyor As-Builts of any of the items in the plans we can include an allowance of \$1,500 to cover actual costs associated with this survey.~~
- No special inspections, permits and/or fees are required.
- City of Tempe will provide an onsite storage area(s) for Quest's use.
- City of Tempe will provide access to construction water at no cost to Quest.
- City of Tempe will perform all shut downs and start ups for existing equipment and will operate all existing mechanical and electrical equipment, valves, and other operational matters.
- Refer to the attached quotations from our subcontractors and suppliers for additional clarifications and assumptions.
- General Conditions Costs are based on: preparation of GMP, project coordination, site supervision, purchase agreement drafting, subcontract agreement drafting, and preparation of permit submittal information.
- This proposal includes a one (1) year warranty that shall only apply to items furnished and installed by Quest.

Attached to this proposal are all related pricing information used for calculating the GMP.

This proposal is valid for thirty (30) days.

Sincerely,

QUEST CIVIL CONSTRUCTORS, INC.

Nick Mason

attachments



**City of Tempe - Kyrene WRP Safety Improvements and Sunshade Panels Installation
Attachment A - Job Order Proposal**

Job Order Cost Summary / Pricing Matrix

Amount

Direct Cost Of The Work:

General Conditions		\$ 9,127
Site Investigation and Layout		\$ 1,190
Demo Pad and Sawcut Opening		\$ 2,886
Furnish and Install Ship Stair		\$ 5,766
Furnish and Install Access Hatch and Guardrail		\$ 5,459
Furnish and Install Sunshade		\$ 31,110
Sunshade Engineering		\$ 2,400
Allowance - Sprinkler Relocate		\$ 1,000
Allowance - Additional Concrete Removal		\$ 1,000

Total Direct Cost Of The Work = **\$ 59,938**

Overhead and Profit Multiplier	10.0%	\$ 5,994
--------------------------------	-------	----------

Total Direct Cost Of The Work = **\$ 65,932**

Insurance	1.5%	\$ 989
Payment and Performance Bonds	1.25%	\$ 824
Arizona / County / City Privilege Taxes	5.265%	\$ 3,471

Combined Total **\$ 71,216**

***Time included in General Conditions is to complete the following tasks:
preparation of GMP, project coordination, shop drawing review and submittal, site supervision, purchase agreement drafting, subcontract agreement drafting, and preparation of building safety permit submittal package.

**City of Tempe - Kyrene WRP Safety Improvements and Sunshade Panels Installation
Attachment A - Job Order Proposal**

General Conditions Worksheet

Amount

<u>General Conditions Breakdown</u>	Hours	Unit Price	Total
Project Engineer	80	\$ 55.40	\$ 4,432
1/2 Ton Pickup	80	\$ 15.60	\$ 1,248
Project Leader	35	\$ 68.00	\$ 2,380
1/2 Ton Pickup	35	\$ 15.60	\$ 546
Contract Administrator	8	\$ 41.65	\$ 333
Cell Phone	1 MO	\$ 63.00	\$ 63
Water & Ice	2 WK	\$ 25.00	\$ 50
Toilets	1 MO	\$ 120.00	\$ 120
Total Cost of General Conditions =			\$ 9,172

***Time included in General Conditions is to complete the following tasks:
preparation of GMP, project coordination, shop drawing review and submittal, site supervision, purchase agreement drafting, subcontract agreement drafting, and preparation of building safety permit submittal package.



Attn: Greg Bouton / Quest Civil Constructors, Inc.
Email: gwb@qvsw.com
Ph #: 602-499-2487 cell
Fax #: 623-581-9710

3/2/2009

PROPOSAL FOR: Kyrene Water Reclamation Facility
311 West Guadalupe Rd. Tempe, AZ. 85283

Shade Structure (10 custom frame/cloth panels) drop to be approx. 15ft. or at top of railing, using necessary cut-outs for	: \$	22,505.00
Installation / Delivery	: \$	5,100.00
Engineering (permit fees NOT included)	: \$	2,400.00
Total	: \$	30,005.00

NOTE: Lets discuss once again the idea of mounting panels on the inside of structure. We believe trying to install on the inside would be very tough and dangerous for our employees. We would respectfully wish to install panels on the outside of frame work and use cut-outs as necessary for equipment or brackets in the way.

Scope of Work: consists of 10 panels constructed of 1 1/2" x .065 square tube steel and powder coated. The fabric will be an Anet fire rated (NFPA 701) shade cloth; choice of standard colors. Steel frames will be custom fit with necessary cut outs for items that are currently attached to the steel I-Beams. The new frames will be attached to the vertical I-Beams by use of L – shaped brackets.

West side of structure: 26' x 9'drop

East side of structure: 13'w x 15'drop / 13'w x 10'drop

South side of structure: all panels with a 15' drop.

Widths are as follows.

20'8", 15'6", 14'8", 20'2", 20', 23'2", 23'2"



ATTRACTIVE AND ECONOMICAL - The netting comes in a choice of brilliant colors. The standard coating for the steel components, is **Hot-Dip Galvanizing**, inside and out, for maximum corrosion resistance. Powder coating is also available as an option, to further enhance the aesthetics of your structures. Unique **Cable-Tension Design** allows for much larger spans with fewer support columns, resulting in less cost.

SUN AND HAIL PROTECTION - Alnet "Ultra Block" - a **high density polyethylene** shade fabric offers both sun and hail protection due to it's **U.V. stabilized property**. The cloth has been **stentered** for durability in the most intense summer heat, and **blocks up to 99% of harmful UV rays**.

NO MAINTENANCE - Tested material will not sag or stain, and requires no cleaning.

MODULAR - The structures are pre-manufactured. This allows quick and effective installation, minimizing any disruptions to normal on-site business activity. Structures can accommodate conventional lighting, overhead fans, signage, misting systems, etc.

ENGINEER DESIGNED - The structures have been designed by professional engineers to conform to local building codes, and withstand severe wind loads.

FIRE RATING - E / 84 - CLASS A - Horizontal. NFPA 701

Should you have any questions or require further information please contact us for prompt attention.
Yours in sun protection,

(Please visit our website: www.shade-n-net.com)

Neil Nash, Shade' N Net
Email – neilnash@desertinet.com
Phone – 480-313-3676
Fax – 480- 471-7185

A handwritten signature in black ink, appearing to be "Neil Nash", is located in the bottom right corner of the page.

ALNET



ALNET Cooltone

COOLTONE-EXTRABLOCK SHADENET

EXTRABLOCK Shadenet

FOREST
GREEN
(Fire Retard)

EGG
(Fire Retard)

TRUE
BLUE
(Fire Retard)

SILVER
(Fire Retard)

CREAM
(On Request)

SUN
BLAZE
(Fire Retard)

Alnet is proud to introduce the innovative and specially designed UV Extrablock, a product with unique properties.

The Extrablock range of knitted shadenetting fabrics has been specifically designed for use in tension structures, but performs equally as well when used on standard carport structures, awnings and even umbrellas.

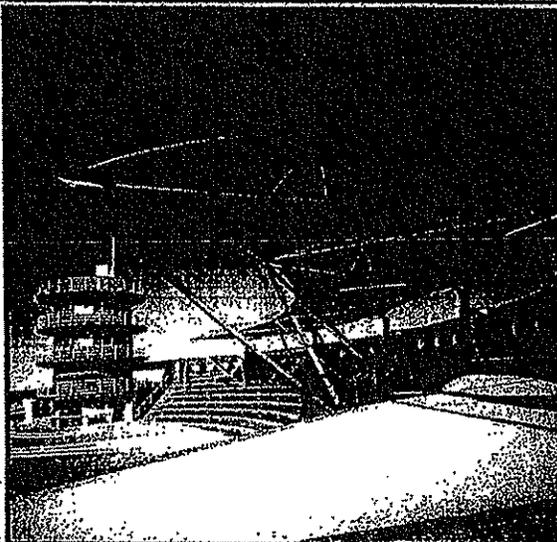
The Extrablock shadenetting is unique with its high tensile strengths in the warp and weft directions as well as its almost equal elongation properties in both warp and weft directions when under tension.

Alnet researched and engineered this remarkable shadenetting for almost two years, and now bring to the world a unique and extremely functional outdoor shadenetting, one that can offer the ultimate combination of high strength, controlled elongation, maximum shade, dimensional stability, maximum protection against harmful U.V. rays, fire retardancy and exceptional resistance to U.V. degradation.

Extrablock is the result of the technological abilities and commitment of one of the world's first manufacturers of knitted shade fabric, Alnet (Pty) Ltd.

At present, Extrablock is available in 6 colours.

On special request Alnet will produce Charcoal and Black. A minimum of 14500 feet needs to be ordered and the client will be required to take all that is produced, inclusive of short rolls and non standard length rolls.



- Raschel warp knitted, incorporating a lock stitch.
- Heat set (stentered) for dimensional stability.
- Will not rot or support the development of mould and mildew.
- Breathable, allowing air circulation for cooling.

Not just any shadenet, but **ALNET** Shadenet

John F. Jack



EXTRABLOCK SOLUTIONS

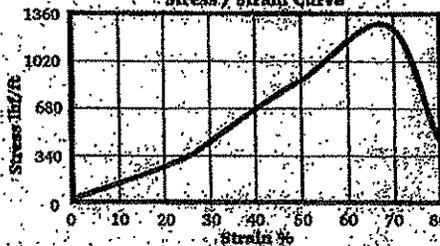
PROPERTIES	Test Method	Unit	EXTRABLOCK Blue	EXTRABLOCK Green	EXTRABLOCK Grey	EXTRABLOCK Sunbrite	EXTRABLOCK Charcoal	EXTRABLOCK Black	EXTRABLOCK Brown	EXTRABLOCK Cream
Raw Material			HDPE	HDPE	HDPE	HDPE	HDPE	HDPE	HDPE	HDPE
Mass (Ave)	ASTM D 3778	oz/sqft	1.07	1.08	1.08	1.04	1.03	1.02	1.08	1.06
Thickness	ASTM D 777	inch	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
UPF (UV Protection Factor)			20	20	20	26	26	26	28	27
UVR Blockout		%	95	92	95	96	92	98	88	95
Shade Cover		%	93	90	93	95	92	97	80	98
Strip Tensile Test	ASTM C 4695-88									
a. Warp		lb/ft	1224	1224	1224	1166	1224	1166	1224	1224
b. Weft		lb/ft	1768	1632	1768	1632	1768	1632	1768	1768
Elongation at Break	ASTM C 4695-88									
a. Warp		%	66	68	68	66	68	66	68	68
b. Weft		%	56	56	58	58	58	58	56	58
Burst	ASTM 3788									
Strength		lb	828	828	828	784	828	784	828	828
Elongation		%	48	48	48	50	48	50	48	48
Tear Strength	ASTM D 1124									
a. Warp		lb	44.8	44.8	44.8	43.9	44.8	43.9	44.8	44.8
Elongation		%	92	90	92	90	92	90	92	98
b. Weft		lb	44	44	44	44	44	44	44	44
Elongation		%	114	114	114	112	114	112	114	114
Water Runoff										
0°		%	0	0	0	0	0	0	0	0
10°		%	78	78	78	78	78	78	78	78
20°		%	81	81	81	81	81	81	81	81
30°		%	90	90	90	90	90	90	90	90
40°		%	100	100	100	100	100	100	100	100
50°		%	100	100	100	100	100	100	100	100
60°		%	100	100	100	100	100	100	100	100
70°		%	100	100	100	100	100	100	100	100
Temperature Stability										
a. Minimum		°F	minus 77	minus 77	minus 77	minus 77	minus 77	minus 77	minus 77	minus 77
b. Maximum		°F	plus 176	plus 176	plus 176	plus 176	plus 176	plus 176	plus 176	plus 176
Widths		ft	9'10"	9'10"	9'10"	9'10"	9'10"	9'10"	9'10"	9'10"
Length		ft	105	106	105	105	105	105	105	105
Stability against UV degradation		years	8	8	8	8	8	8	10	10
Flame Resistance	Meets the California Fire Marshal's requirements, Title 19, Section 2230, as tested in the original conditions of installation and after water exposure.									
Country Produced			RSA	RSA	RSA	RSA	RSA	RSA	RSA	RSA

Note: The values given correspond to average results obtained in laboratories and are indicative.

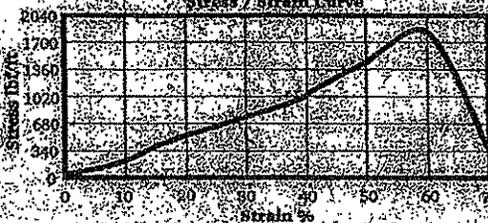
All information is given in good faith and to the best of our knowledge is correct and is supplied without guarantee or responsibility.

In as much as ALNET has no control over the use to which others may put the material, it does not guarantee that the same results as those described herein will be obtained. Each user of the material should make his own tests to determine the material's suitability for his own particular use. Statements concerning possible or suggested uses of the materials described herein are not to be construed as constituting a license under any ALNET patent covering such use or as recommending for use of such materials in the infringement of any patent. ALNET or its distributors cannot be held responsible for any losses incurred through incorrect installation of the material. In accordance with our company policy of continual product development you are advised to check with your local ALNET supplier to ensure that you have obtained the most up to date information.

EXTRABLOCK - WARP DIRECTION - Stress / Strain Curve



EXTRABLOCK - WEFT DIRECTION - Stress / Strain Curve



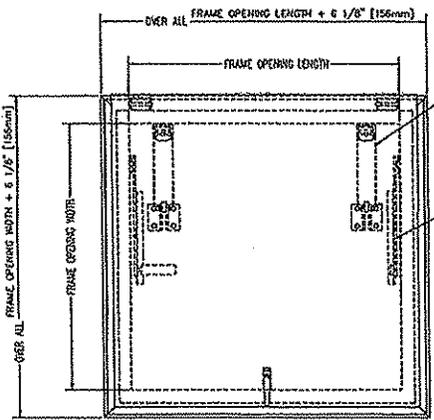
For more information please contact:

GRBS

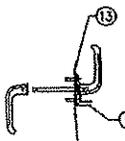
Jim Jankel

\$1,853 + Freight

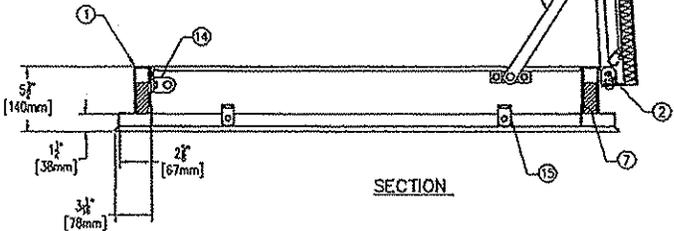
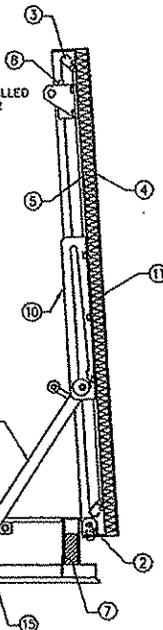
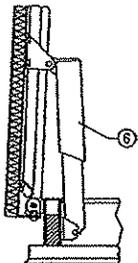
6 Week Fabrication Time



QUANTITY OF SPRINGS AND HINGES VARIES WITH SIZE



HANDLES TO BE INSTALLED ON SITE BY CUSTOMER



SECTION

SPECIFICATIONS

1. Frame w/ flashing (corners full welded)
 - 20VM - 11 GAUGE P.B. GALV. STEEL
 - 50VM - 11 GAUGE ALUMINUM
2. Pin/te hinge
3. Casket (all around cover)
4. Cover gauge
 - 20VM - 14 GAUGE P.B. GALV. STEEL
 - 50VM - 11 GAUGE ALUMINUM
5. Cover liner
 - 20VM - 22 GAUGE P.B. GALV. STEEL
 - 50VM - 18 GAUGE ALUMINUM
6. Lifting mechanism with reinforced composite tubes and electrocoated compression springs
7. 1" rigid fiberglass insulation
8. Storm latch
9. Inside and outside handles w/padlock hasps
10. Arm guide bracket
11. 1" thick fiberglass cover insulation
12. Hold open arm with nylon roller and red vinyl grip
13. Neoprene gasket
14. Lock slots & padlock hasp
15. Anchor tabs (qty & location varies w/ size)
16. Guide arm (if req'd)

SHOP FINISH:
 STEEL: RED OXIDE PRIMER
 ALUMINUM: BIL FINISH
 HARDWARE: ZINC PLATED & CHROMATE SEALED
 (unless otherwise specified)

THIS PRODUCT MAY BE INSTALLED ON EITHER A FLAT OR SLOPING ROOF. WHEN INSTALLED ON A SLOPE, THE HINGE SIDE MUST RUN PARALLEL WITH THE SLOPE. IF SLOPE EXCEEDS 30°, ADVISE FACTORY FOR MODIFICATION.

Customer:

R.O. N°

Job:

Sales Area:

Manufacturers of Doors for Special Services
Sluice THE SLUICE COMPANY
 New Haven, Connecticut 06503

SINGLE LEAF ROOF SCUTTLE - TYPE VM			
QTY	TYPE	QTY	TYPE
<input type="checkbox"/>	S-20VM	<input type="checkbox"/>	S-50VM
<input type="checkbox"/>	NB-20VM	<input type="checkbox"/>	NB-50VM
<input type="checkbox"/>	L-20VM	<input type="checkbox"/>	L-50VM
<input type="checkbox"/>	EW-20VM	<input type="checkbox"/>	EW-50VM

SIZE
 WIDTH x LENGTH

3'-0" x 2'-6" [914mm] x [762mm]
 2'-6" x 4'-6" [762mm] x [1370mm]
 2'-6" x 3'-0" [762mm] x [2440mm]
 3'-3" x 3'-3" [1000mm] x [1000mm]

THIS DRAWING IS THE PROPERTY OF THE SLUICE COMPANY AND INCORPORATES INFORMATION WHICH IS CONFIDENTIAL. REPRODUCTION AND/OR DISSEMINATION IN WHOLE OR IN PART IS EXPRESSLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SLUICE COMPANY. THE INFORMATION CONTAINED HEREIN REMAINS THE PROPERTY OF THE SLUICE COMPANY. ALL RIGHTS RESERVED.

Fosholt, Larry

From: Brown, Philip
Sent: Monday, March 30, 2009 4:24 PM
To: Wilhite, Tom; Fosholt, Larry
Cc: Weber, Mark
Subject: Kyrene Emergency Ladder and Shade Screen

~~Attachments:~~ 20090330142757463.pdf

Glenda and John Mann have OK'd the costs in this attached proposal from the JOC.



2009033014275746
3.pdf (758 KB)...

Final plans for the ladder are in SIRE under project # 3202882.

Tempe Building Safety approved the plans in December and the tracking number is DS 081313. The contractor will need to pick up the permit set.

So from the design side I don't think there is any more that I can do. This is ready for you to move forward with construction contract. Let me know if you have any questions.

Philip C. Brown, P.E.
SENIOR CIVIL ENGINEER

CITY OF TEMPE
Public Works/Engineering
31 East 5th Street, Tempe, AZ 85281
Phone: (480) 350-8476
Cell: (480) 748-1892
Fax: (480) 350-8591
Philip_Brown@Tempe.gov

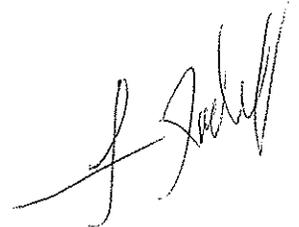
A handwritten signature in black ink, appearing to read 'J. Fosholt'.

EXHIBIT B

FORMS APPENDIX

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

LIST OF SUBCONTRACTORS	SB-1
STATUTORY PERFORMANCE BOND	PB-1
STATUTORY PAYMENT BOND.....	PB-2

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 _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____ (“Surety”), are held and firmly bound
unto _____ (“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 11th day of June, 2009, to complete Project No. 3202882, 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 _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____ (“Surety”), as held and firmly
bound unto _____ (“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 11th day of June, 2009, to complete Project No. 3202882, 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'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

**KYRENE WATER RECLAMATION PLANT
SAFETY IMPROVEMENTS
PROJECT NO. 3202882**

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

[Notary Seal]