

Staff Summary Report

Council Meeting Date: 12/13/07

Agenda Item Number: 12

SUBJECT: Request approval of a construction Job Order with 3D/International, Inc. and a construction change order contingency for the IT Fiber Conduit Installation for City Hall Parking Garage Project.

DOCUMENT NAME: 20071213PWDR03 PARKING (0503-19), PROJECT NO. 6702971

SUPPORTING DOCS: Yes

COMMENTS: Job Order in the amount of \$65,924, subject to execution of the final written contract, and construction change order contingency of \$10,000.

PREPARED BY: MARK WEBER, PRINCIPAL CIVIL ENGINEER (x8526)

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

LEGAL REVIEW STAFF SUMMARY ONLY: JENAE NAUMANN, ASSISTANT CITY ATTORNEY (x8402)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6702971.

RECOMMENDATION: Approve Job Order and construction change order contingency amount.

ADDITIONAL INFO: The scope of work for this project includes the construction of fiber optic conduit relocation as part of the City Hall Parking Garage Project. This project also includes the installation of temporary conduit for the temporary relocation of the satellite dish for Tempe Channel 11 during the construction of the parking garage.

The proposal of 3D/International, Inc. has been reviewed by staff and is considered reasonable for the scope of services.

This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

Approved by Glenn Kephart, Public Works Manager

 **COPY**



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

CONTRACT DOCUMENTS

FOR

**IT FIBER CONDUIT INSTALLATION FOR
CITY HALL PARKING GARAGE**

PROJECT NO. 6702971

JOB ORDER CONTRACT

CITY COUNCIL MEMBERS

Mayor – Hugh Hallman

Mark Mitchell
Barbara J. Carter
Shana Ellis

P. Ben Arredondo
Onnie Shekerjian
J. Hut Hutson

Interim City Manager – Jeff Kulaga
City Engineer – Andy Goh, P.E.

2007

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER CONTRACT NO. C2005-81

JOB ORDER NO. TWENTY FOUR

IT FIBER CONDUIT INSTALLATION FOR
CITY HALL PARKING GARAGE

PROJECT NO. 6702971

This JOB ORDER made and entered into on this 13th day of December, 2007, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and 3D/ International, Inc. 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. C2005-81).

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 IT Fiber Conduit Installation for City Hall Parking Garage, (Project No. 6702971) for the sum of Sixty Five Thousand Nine Hundred Twenty Four and 00/100 Dollars (\$65,924.00), 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 117 E. Fifth Street, Tempe, Arizona, 85281. 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. C2005-81, 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 practical, 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.

IT Fiber Conduit Installation for
City Hall Parking Garage
Project No. 6702971

IN WITNESS WHEREOF, the parties hereto have executed this Job Order this _____ day
of _____, 2007.

CITY OF TEMPE, ARIZONA

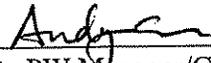
By _____
Mayor

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
3D/ International, Inc.

Name

Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

3D/INTERNATIONAL Proposal
Fiber Ducts near Tempe Preforming Arts, Forrest and 6th.
City of Tempe
Based on Site Walk - 11/1/2007
3D/International Project No. 443328-03300

Description	Quantity	Unit of Measure	Unit Price	Base Cost
Construction				
Sitework	1	ls	\$49,000.00	\$49,000.00
Location #1 - 6th and Forest - Locate existing conduits in 6th Street where City believes existing conduit ends and tie into existing manhole approximately 40 ft to the east. Asphalt will be saw cut, removed and replaced with T-Top patch, and existing conduit will be chipped out of existing encasement with air hammer chippers.				
Location #2 - West side of TPAC at parking control - Trench in asphalt from existing manhole approximately 20 ft west and furnish and install a #5 pullbox. Install 4" conduit from manhole to pull box. Sawcut asphalt, remove and replace with T-Top patch.				
Location #3 - NW corner of TPAC building - Remove and replace asphalt in Forest St. for installation of new 4' x 4' x 4' concrete traffic bearing vault. Sawcut slots in bottom of vault to fit over existing fiber ducts. Trench west approximately 83' and install 4" conduit to new #7 slotted pull box installed over existing fiber conduits. Replace concrete sidewalk and driveway as required.				
Sub Total Sitework-				\$49,000.00
Construction Subtotal				\$49,000

MAN

Construction Subtotal				\$49,000
Design				
None	0	HRS		
Design Subtotal				\$0
General conditions				\$4,484
Preconstruction - 3D/I Labor				\$666
Construction - 3D/I labor				
Subtotal				\$54,150
Overhead and Profit, Per table 1			13%	\$7,040
Total				\$61,190
Insurance 1.33%			1.33%	\$814
Bonds 1%			1.00%	\$620
Sales Tax 5.27%			5.27%	\$3,300
Combined Total				\$65,924
Contractor's Contingency			0%	\$0
Job Order Price				\$65,924
Owner's Contingency			0%	\$0
Project Total				\$65,924
Clarifications				
Work is included per site walkthrough with City of Tempe and subcontractors on 11/1/2007.				
Traffic control, barricades and traffic plates are included for this work.				
Design services are excluded by 3D/I.				
Testing and special inspection costs, if any, will be paid by the City of Tempe.				
Plan review and permit fees are paid by the City of Tempe if required.				
All work is priced for regular working hours. City of Tempe will allow working from 7am to 7pm during November and December for this work.				
Existing hazardous waste or environmental concerns (if any) are not included in this proposal.				
Additional work required by plan review or authorities having jurisdiction is excluded from this proposal.				
Hard dig conditions, or unknown underground obstructions.				

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 13th day of December, 2007, to complete Project No. 6702971, 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 _____, 2007.

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 13th day of December, 2007, to complete Project No. 6702971, 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 _____, 2007.

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 _____

**IT FIBER CONDUIT INSTALLATION FOR
CITY HALL PARKING GARAGE
PROJECT NO. 6702782**

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 _____, 2007.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2007.

Notary Public

My Commission Expires