

Staff Summary Report



Council Meeting Date: 06/05/08

Agenda Item Number: _____

SUBJECT: Request approval of a Construction Job Order No. 2 with Cactus Asphalt and a construction change order contingency for pavement resurfacing for collector street rehabilitation.

DOCUMENT NAME: 20080605PWDR05 STREET UPGRADING-MAINT-CONSTRUCTION (0809-05) PROJECT NO. 5408091

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for the construction job order is the amount of \$882,041.25. The construction change order contingency shall not exceed \$88,204.

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
AS TO FORM BY:** Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5408091.

RECOMMENDATION: Approve construction job order and change order contingency.

ADDITIONAL INFO: The scope of work includes rehabilitation of three collector streets as outlined below:

Evergreen Road between Rio Salado Parkway and University Drive

The existing roadway asphalt will be removed down to 12" below the existing grade and replaced with 8" of new aggregate base course and 4" of asphalt paving.

College Avenue between Apache Boulevard and Alameda Drive

The existing asphalt will be milled to a depth of 2" and overlaid with 2" of rubberized asphalt. Also, four loop detectors will be installed.

Hardy Drive between Rio Salado Parkway and University Drive

The existing asphalt will be milled to a depth of 2" and overlaid with 2" of rubberized asphalt.

The proposal of Cactus Asphalt has been reviewed by staff and found to be in order. Cactus Asphalt is one of three contractors previously selected through a qualifications based process consistent with Title 34 Arizona Revised Statutes for job order contracting construction services.



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER No. 2 TO CONTRACT NO. C2007-238

COLLECTOR STREET REHABILITATION:
EVERGREEN ROAD (RIO SALADO PARKWAY TO UNIVERSITY DRIVE),
COLLEGE AVENUE (APACHE BOULEVARD TO ALAMEDA DRIVE) AND
HARDY DRIVE (RIO SALADO PARKWAY TO UNIVERSITY DRIVE)

PROJECT NO. 5408091

This **JOB ORDER** made and entered into on this 5th day of June, 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and Cactus Asphalt [an Arizona Corporation] hereinafter called the **JOC CONTRACTOR**, through the existing contract made and entered into by and between the same parties on December 6, 2007, (Contract No. C2007-238).

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 Collector Street Rehabilitation (Project No. 5408091) (“Project”) for the sum of Eight Hundred Eighty Two Thousand Forty One Dollars and Twenty-Five Cents (\$882,041.25), as detailed in the Proposal (Exhibit “A”), 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 its project manager engineer or other properly authorized agents, as provided herein. The full street or physical addresses of the construction work locations (each hereafter "Work Location" and collectively "Work Locations") are as follows:

- (1) Evergreen Road from Rio Salado Parkway to University Drive, Tempe, Arizona;
- (2) College Avenue from Apache Boulevard to Alameda Drive, Tempe, Arizona;
and,
- (3) Hardy Drive from Rio Salado Parkway to University Drive, Tempe, Arizona.

The JOC Contractor shall list each Work Location in any subcontract related to this job order at any level and each subcontractor shall include each Work Location in any and all subcontracts relating to this Job Order No. 2 with its subcontractors 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: These Job Order Agreement documents, City of Tempe Contract No. C2007-238, and related exhibits including the 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 AND PERIOD OF SERVICE: 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 sixty (60) calendar days thereafter.

Collector Street Rehabilitation: Evergreen Road (Rio Salado Parkway to University Drive),
College Avenue (Apache Boulevard to Alameda Drive) and Hardy Drive (Rio Salado Parkway to
University Drive)
Project No. 5408091

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

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended by:

Ar _____ *Andy*
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
Cactus Asphalt

Name

Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist



CACTUS
ASPHALT

EXHIBIT A

Evergreen Rd.

PRICE OF SUBCONTRACTORS (Pulverizing, Traffic Control and Valve / Manhole Adjustments, Loop Detectors)		\$50,818.55
GENERAL CONDITIONS (Fuel, Water, permits, Equipment Transport, Project Mgr., Support, Foreman and Super)		\$28,438.00
PRECONSTRUCTION LABOR (Estimating, Estimating Support, Project Sponsor)		\$3,145.00
ALLOWANCES		
CONSTRUCTION LABOR		\$64,546.00
MATERIALS & EQUIPMENT		\$96,670.00
TOTAL		\$243,617.55
OVERHEAD AND PROFIT	9.50%	\$23,143.57
SUB TOTAL		\$266,761.12
INSURANCE	1.46%	\$3,894.70
BOND	0.99%	\$2,640.93
TAX (On Sub Total + Ins & Bond)	5.27%	\$14,582.26
COMBINED TOTAL		\$287,355.00

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ - 194430 • NV - 0040581 • NM - 022995 • UT - 944049-5501
t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



C A C T U S
A S P H A L T

Hardy Drive Overlay—Rio Salado To University

PRICE OF SUBCONTRACTORS (Milling, Traffic Control and Valve / Manhole Adjustments)		\$49,518.56
GENERAL CONDITIONS (Fuel, Water, permits, Equipment Transport, Project Mgr., Support, Foreman and Super)		\$22,177.50
PRECONSTRUCTION LABOR (Estimating, Estimating Support, Project Sponsor)		\$3,264.00
ALLOWANCES		
CONSTRUCTION LABOR		\$34,686.00
MATERIALS & EQUIPMENT		\$110,234.00
TOTAL		\$219,880.06
OVERHEAD AND PROFIT	9.50%	\$20,888.60
SUB TOTAL		\$240,768.66
INSURANCE	1.46%	\$3,515.22
BOND	0.99%	\$2383.61
TAX (On Sub Total + Ins & Bond)	5.27%	\$12,688.51
COMBINED TOTAL		\$259,356.00

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C A C T U S
A S P H A L T

College Dr Apache to Alameda Rd

PRICE OF SUBCONTRACTORS (Milling, Traffic Control and Valve / Manhole Adjustments)		\$70,158.99
GENERAL CONDITIONS (Fuel, Water, permits, Equipment Transport, Project Mgr., Support, Foreman and Super)		\$23,490.00
PRECONSTRUCTION LABOR (Estimating, Estimating Support, Project Sponsor)		\$3,264.00
ALLOWANCES		
CONSTRUCTION LABOR		\$47,866.00
MATERIALS & EQUIPMENT		\$139,510.00
TOTAL		\$284,288.99
OVERHEAD AND PROFIT	9.50%	\$27,008.36
SUB TOTAL		\$311,297.35
INSURANCE	1.46%	\$4,545.08
BOND	0.99%	\$3,081.94
TAX (On Sub Total + Ins & Bond)	5.27%	\$16,405.87
COMBINED TOTAL		\$335,330.25

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t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

EXHIBIT B

FORMS APPENDIX

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

LIST OF SUBCONTRACTORS	SB-1
STATUTORY PERFORMANCE BOND	B-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 _____ day of _____, 2008, to complete Project No. 5408091, 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 ____ day of _____, 2008, to complete Project No. 5408091, 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 **

