

Staff Summary Report



Council Meeting Date: 08/14/08

Agenda Item Number: _____

SUBJECT: Request approval of job order no. 1 for remodel of the administration building at the Johnny G. Martinez Water Treatment Plant (JGMWTP) with Foresite Design & Construction, Inc. and approve a project contingency.

DOCUMENT NAME: 20080814PWDR06 CITY FACILITIES MAINTENANCE – UPGRADES (1001) PROJECT NO. 3202941

SUPPORTING DOCS: Yes.

COMMENTS: Total amount for job order no. 1 is \$84,708 and the initial project contingency is \$16,000.

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: Teresa Voss, Assistant City Attorney (x8814)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 3202941.

RECOMMENDATION: Approve job order no. 1 to Foresite Design & Construction, Inc. through the existing job order contract in the amount of \$84,708 and approve a project contingency of \$16,000.

ADDITIONAL INFO: The scope of work includes code required improvements to the lower level electrical room and electrical panels of the Water Utilities Department (WUD) administration building at the JGMWTP site, including the relocation of a janitorial mop sink into a dedicated closet. The work also includes the reconfiguration and remodeling of a portion of the recently vacated utilities services work group offices to create secure space for flood irrigation staff, WUD security staff, a CCTV monitoring area and other staff.

This request will establish the amount of the project contingency at \$16,000, which is approximately nineteen percent of the job order amount, to cover possible unforeseen conditions during construction.

Staff has reviewed the proposal from Foresite Design & Construction, Inc. and found it to be in order. Foresite 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

 COPY

JOB ORDER NO. 1 TO FORESITE DESIGN & CONSTRUCTION, INC.
THROUGH EXISTING CONTRACT NO. C2008-138

JOHNNY G. MARTINEZ WATER TREATMENT PLANT
ADMINISTRATION BUILDING DOWNSTAIRS REMODEL

PROJECT NO. 3202941

This JOB ORDER No. 1 is entered into on this 14th day of August, 2008, to ForeSite Design & Construction, Inc. (“**JOC CONTRACTOR**”) through the existing Contract made and entered into by and between the parties on July 22, 2008, (Contract No. C2008-138).

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 Johnny G. Martinez Water Treatment Plant Administration Building Downstairs Remodel (Project No. 3202941) (“**Project**”) for the sum of Eighty Four Thousand Seven Hundred Eight Dollars (\$84,708.00), 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 255 E. Marigold Lane. 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. 1 is entered into pursuant to the City of Tempe Contract No. C2008-138, and the terms and conditions contained in Contract No. C2008-138 and all exhibits attached to the Contract and to this Job Order No. 1 are by this 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.

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 one hundred twenty (120) calendar days thereafter.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

June 27, 2008

Via e-mail: scott_balck@tempe.gov

JOC PROPOSAL FORM:

Mr. Scott Balck
City of Tempe
31 East 5th Street
Tempe, Arizona 85281

RE: Water Management Administration Building
Improvements

Dear Mr. Balck,

ForeSite Design & Construction, Inc. proposes to furnish all labor, materials, tools and equipment necessary for the renovations of the above referenced project for the total sum of: ***Eighty-four Thousand Seven Hundred Eight and 00/100th Dollars (\$ 84,708.00)***

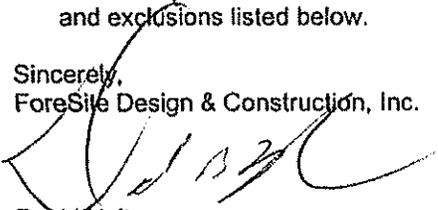
All work shall be in accordance with the following documents:

Plans: (16 sheets) entitled "Improvements to: 255 East Marigold Lane, Tempe, AZ 85283 Water Treatment Administration Building", dated 3/17/08 through revision 1 – City Comments, as prepared by Mark C. Vinson, City Architect.

In submitting this proposal, we agree:

1. To hold the proposal open for thirty (30) days after the date of this proposal.
2. To commence with the project within ten (10) days upon written notice to proceed and City of Tempe building permit.
3. To accomplish the work in accordance with the contract documents and the following clarifications and exclusions listed below.

Sincerely,
ForeSite Design & Construction, Inc.



David Holt
Director of Preconstruction Services

Clarifications and qualifications:

1. Our approach to this project is based on a continuous work flow. Once the project team develops a schedule and we mobilize to start work, work will continue without significant "stops". All owner provided scopes of work and owner provided material and equipment will be furnished timely based on the schedule.
2. Construction work is anticipated to be performed during normal working hours. Electrical panel relocation in the SCADA room is to be done on off hours to minimize the downtime associated with this shutdown. Removal of demolition debris will be permitted during operating hours.
3. Tele/data outlets are stubbed up walls to an accessible ceiling space .
4. Relocation of electrical panel AF200 will result in a loss of power in the Break Room and associated spaces for a period of approximately 4 hours.

Exclusions:

- Asbestos abatement or hazardous material removal
- Building Permit
- Development fees & utility company charges
- Material acceptance testing and/or special inspections
- Furniture removal or disposal in existing areas
- Modular furniture or its installation
- Energy management system, thermostats, controls or wiring of same
- Data, telephone, CCTV, security or fire alarm systems or relocations
- Repair or warranty of existing HVAC equipment or exhaust fans
- Testing or air balance of existing supply registers



City of Tempe Job Order Price

COT Project Name: Water mangement Administration Building - Improvements

COT Project Number:

Price of Subcontractor(s)	\$ 29,792
Price of Subconsultant(s) (If applicable)	\$ -
General Conditions	\$ 14,834
Preconstruction Labor (If applicable)	\$ -
Construction Labor	\$ 26,101
Subtotal	\$ 70,727

Overhead and Profit (per Table 1)	\$ 7,073
Total	\$ 77,800

Insurance (1.79%)	\$ 1,516
Bonds (1.1%)	\$ 932
Sales tax (5.265%)	\$ 4,460
Combined Total	\$ 84,708

Contractor's Contingency

Owner's Contingency

Johnny G. Martinez Water Treatment Plant
Administration Building Downstairs Remodel
Project No. 3202941

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

A _____
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

DATED: this _____ day of _____, 2008.

FORESITE DESIGN & 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 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 14th day of August, 2008, to complete Project No. 3202941, 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 14th day of August, 2008, to complete Project No. 3202941, 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 _____

**JOHNNY G. MARTINEZ WATER TREATMENT PLANT
ADMINISTRATION BUILDING DOWNSTAIRS REMODEL
PROJECT NO. 3202941**

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]