



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Project Name: **ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS
SAFETY IMPROVEMENTS**

Project No. **CS2201.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2022 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Caliente Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1904.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about December 17, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS SAFETY IMPROVEMENTS as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS SAFETY IMPROVEMENTS**, Project Number **CS2201.401**. The scope of work consists of improvements at Arrowhead, Folley, and Nozomi Aquatic Centers, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$86,614.33** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **60** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Jason Garcia	
	Phone:	480-782-3453
	Email:	Jason.garcia@chandleraz.gov
JOC CONTRACTOR:	Caliente Construction, Inc.	
	485 W. Vaughn St.	
	Tempe, AZ 85283	
	JOC Contractor Representative: Lorraine Bergman	
	Phone:	480-894-5500
	Email:	lbergman@calienteconstruction.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"

CITY OF CHANDLER:

"JOC CONTRACTOR"

Caliente Construction, Inc.:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

By: _____

ATTEST:

City Clerk SEAL

Lorraine Bergman 01/11/2022

Signature Date
Lorraine Bergman

Print Name

President/CEO
Title

ATTEST: If Corporation

Hana Bergman

Secretary

ADDRESS FOR NOTICE

Caliente Construction, Inc.

485 W. Vaughn St.

Tempe, AZ 85283

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

**EXHIBIT A
SCOPE OF WORK**

001

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

R1 December 7, 2021

Ivan Magana, PE
Project Manager
City of Chandler
Public Works and Utilities Dept. - Capital Projects Div.
215 East Buffalo Street
Chandler, AZ 85225

RE: City of Chandler JOC 1904.401 - **CS2201.401** Arrowhead, Folley and Nozomi Safety Improvements
Surge pit and drain improvements R1

Mr. Magana,

Thank you for the opportunity to provide our revised proposal for the **CS2201.401** Arrowhead, Folley and Nozomi Safety Improvements Surge pit and drain improvements R1 Project.

We have based the attached proposal on information received, emails and site visit held with the City of Chandler.

The price is \$ 86,614.33. See attached estimate with bid tabulations and subcontractor back-up for further details.

Please contact me at your convenience should you have any questions.

Best Regards,



Justin Miller
Caliente Construction Inc.



One of the Valley's Healthiest Employers

485 West Vaughn, Tempe, Arizona 85283-3672 Phone: (480) 894-5500 Fax: (480) 894-2323
AZ ROC091625 AZ ROC098769 AZ ROC164561 CA 770323 UT 4741522-550 NV 0078132
ID RCE-28529 NM 85371 CO 233580 MT 159637

"We build more than structures; we build confidence and relationships that last"



Callento Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

EXHIBIT A SCOPE-OF WORK

PROJECT:

City of Chandler JOC 1904.401 - **CS2201.401** Arrowhead, Folley and Nozomi Safety Improvements
Surge pit and drain improvements R1

General Requirements:

- 1) Provide office support, supervision, overhead/profit, taxes based on MRRA, insurances, and bond.
- 2) Provide temporary protection as required.

Construction:

Arrowhead Pool:

- 1) Make Safe and Drain Surge Pit Water Level w/ coordination form COC Aquatics
- 2) Demo Existing Articulating Float Valves
- 3) Furnish and Install (2) New Articulating Float Valves
- 4) Clean, Prep and apply Thoroseal Product to Surge Pit Walls and Floors.

Folley Pool:

- 1) Make Safe and Drain Surge Pit Water Level w/ coordination form COC Aquatics
- 2) Demo Existing Articulating Float Valves
- 3) Furnish and Install (2) New Articulating Float Valves
- 4) Clean, Prep and apply Thoroseal Product to Surge Pit Walls and Floors

Nozomi Aquatic Center:

- 1) Confined Space Requirements per Industry/OSHA Standards
- 2) Make Safe and Drain Surge Pit Water Level w/ coordination form COC Aquatics
- 3) Demo Existing Articulating Float Valves
- 4) Furnish and Install (2) New Articulating Float Valves
- 5) Clean, Prep and apply Thoroseal Product to Surge Pit Walls and Floors.

Project Duration:

Project duration is 3-5 Days onsite construction at each location after all materials are procured and pools are drained; testing of valves to be completed after pool is filled by COC (current lead time for Valves is 3 Weeks from time of order).

Clarifications/Exclusions:

See attached estimate.



One of the Valles Healthiest Employers
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"We build more than structures; we build confidence and relationships that last"

COC JOC 1904.401 CS2201.401 Arrowhead, Folley and Nozomi Safety Improvements



Assumptions / Clarifications

- 1 Proposal based on onsite Project Duration of (3-5 Days Per Site) after procurement of materials and draining of pool.
- 2 Proposal based on Normal Working Hours M-F
- 3 Proposal based on COC Aquatics Facilitating Drain Down And Fill
- 4 Proposal based on access to surge pit areas
- 5 Proposal based on replacement of (2) valves per Location.
- 6 Proposal includes recommended scope to clean, prep, and Thoroseal Surge Pit at each site.
Proposal includes testing of valve operation after pool is filled by COC.

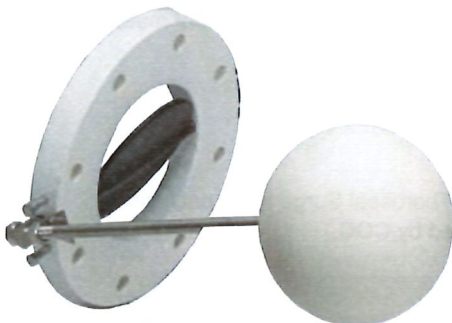
Exclusions

- 1 Design Services, Permits and/or Permitting Fees
- 2 Asbestos Testing and/or Abatement and/or Removal of Hazardous Materials (Current Report/Survey to provided by COC prior to start of Demolition).
- 3 Excludes Water Chemicals or Treatments
- 4 Excludes Piping or Modifications unless noted above
- 5 Modifications to Existing Equipment or Electrical other than stated in scope.
- 6 Testing and Balancing of Pool Chemicals
- 7 Badging or Special Background Checks and/or associated costs

Allowances (Not Included in Base Bid; No Markups)

- | | |
|--------------------------|-------------|
| 1 CONSTRUCTION ALLOWANCE | \$ 7,000.00 |
|--------------------------|-------------|

FV-S Float Valve Single Arm - Single Float



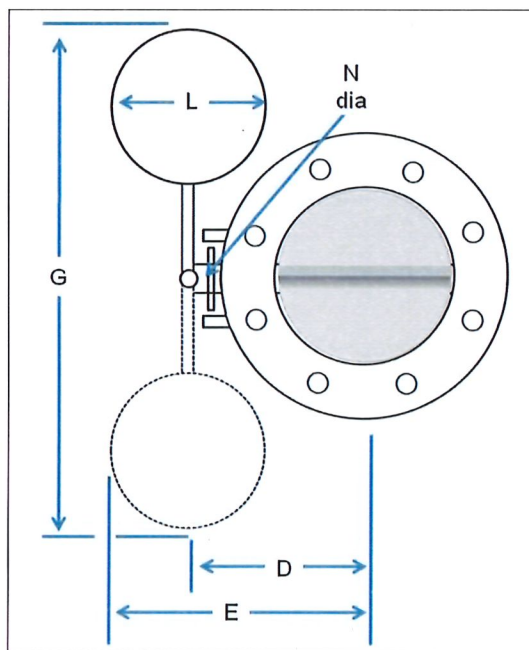
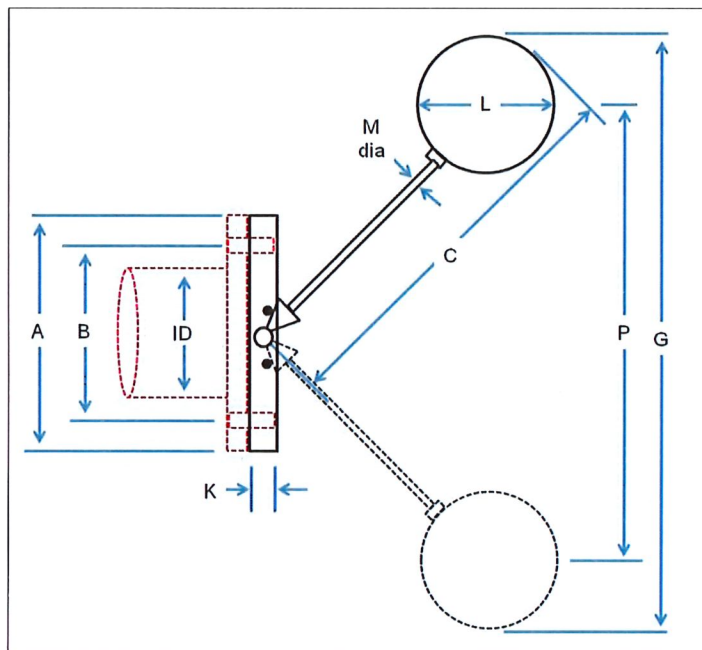
MATERIAL

Valve body - corrosion grade Isophthalic Polyester
 Valve disc - corrosion grade Isophthalic Polyester
 Float Arm - Solid 316 SS
 Valve shaft - Solid 316 SS
 Hardware - 316 SS
 Float Ball - polyethylene

DESIGN

For end of open pipe installation only
 Not for in-line use
 For 4", 6" and 8" pipe only
 Bolt pattern - ANSI 150

SS arm threaded 3/8" for float attachment
 Valve disc molded onto valve shaft
 Approximately 20% flow when closed
 Arm located on left (looking into flow)



ID	A	B	C	D	E	G	K	L	M	N	P
4"	9 1/2"	7 1/2"	23"	6 5/8"	10 1/8"	34"	1"	8"	3/8"	1/2"	26"
6"	11 1/2"	9 1/2"	23"	7 5/8"	11 1/8"	34"	1"	8"	3/8"	1/2"	26"
8"	14"	11 3/4"	23"	8 7/8"	12 3/8"	34"	1 1/2"	8"	5/8"	3/4"	26"



THOROSEAL®

Waterproof cement-based coating
for concrete and masonry

PRODUCT DATA

7 07160

**Cementitious
Waterproofing****Description**

Thoroseal® is a Portland-cement-based coating for concrete and masonry that resists both positive and negative hydrostatic pressure. Polymer-modified with Acryl 60®, Thoroseal® creates a low-maintenance and highly durable waterproof barrier.

Yield

225 ft²/50 lb (20.9 m²/22.7 kg) bag as a base coat at 1/16" (1.6 mm) dry-film thickness.

450 ft²/50 lb (41.8 m²/22.7 kg) bag as a topcoat at 1/32" (0.8 mm) dry-film thickness.

Coverage will vary depending on surface texture and porosity.

Packaging

THOROSEAL®

10 lb (4.5 kg) cans for Thoroseal® white and standard gray only

30 lb (13.6 kg) polyethylene-lined bags for Thoroseal® white and standard gray only

50 lb (22.7 kg) polyethylene-lined bags for Thoroseal® white, standard gray, all landscape standard colors and custom colors

60 lb (27.2 kg) pails for Thoroseal® white, standard gray, Navajo white, pearl gray, Thoro® gray, and custom colors

**Features**

- Waterproof
- Resistant to both positive and negative hydrostatic pressure
- NSF approved (white or gray, only)
- Breathable
- Compatible with high-performance coatings
- Aesthetically beneficial
- Aesthetically superior

ACRYL 60®

1 quart (0.9 L) bottles

1 gallon (3.8 L) bottles

5 gallon (18.9 L) pails

30 gallon (113 L) drums

55 gallon (208 L) drums

Color

White and standard gray (this color is not uniform)

10 Landscape standard colors : bone, dijon, French vanilla, good earth, light khaki, Thoro® gray, Navajo white, parchment, pearl gray, and putty tan
Custom colors are available for 5,000 lbs (2268 kg) minimum order.

Shelf Life

1 year when properly stored

Storage

Transport and store in unopened containers and keep in a clean, dry condition protected from rain, dew, and humidity. Do not stack bags more than 2 pallets high. If dry onsite storage of bags is unavailable or if project is located in a very wet, humid climate zone, then specify Thoroseal® packaged in 60 lb (27.2 kg) metal pails. Store Acryl 60® in similar conditions. Do not allow Acryl 60® to freeze.

Benefits

- Protects building interiors from dampness and moisture damage
- Suitable for use below grade interior and exterior and in water-treatment construction
- Use in potable water tanks
- Allows interior moisture to escape without damaging coating
- Accepts a wide range of architectural coatings and textured finishes
- Hides minor surface defects and blemishes in architectural concrete
- Available in 10 standard colors and in custom colors

Where to Use**APPLICATION**

- Alternative to mechanical finishing or rubbing of concrete
- Waterproofing basement and retaining walls
- Foundations
- Bridges and tunnels
- Water cisterns

LOCATION

- Vertical and light-pedestrian horizontal surfaces
- Interior and exterior
- Above and below grade

SUBSTRATE

- Cast-in-place and precast concrete
- Block, brick, and porous stone

Technical Data

Composition

Thoroseal® contains cement, graded sand, and proprietary additives.

Test Data

PROPERTY	RESULTS	TEST METHODS
Initial Set , min, at 70° F (21° C), 50% rh	10	Lab Method
Final Set , at 70° F (21° C), 50% rh	90	Lab Method
Density , (cured), lbs/ft³ (kg/m³)	129 (2,080)	Lab Method
Positive resistance to hydrostatic pressure , hrs, at 200 psi (1.4 MPa), 461 head ft, air cured at 70° F (21° C), 50% rh	752 No leakage, no softening	CRD C 48, modified
Negative resistance to hydrostatic pressure , hrs, at 200 psi (1.4 MPa), 461 head ft, air cured at 70° F (21° C), 50% rh	664 Limited dampness	CRD C 48, modified
Potable water (direct contact)	Suitable; approved	BS6920 (British standard) NSF Standard 61
Water absorption , %, boiling water submersion at 24 hours	3.6	ASTM C 67 (Section 7.3)
Compressive strength , psi (MPa) 7 days 28 days	4,200 (29) 6,030 (42)	ASTM C 109
Flexural strength , psi (MPa) 7 days 28 days	360 (2.5) 1,027 (7)	ASTM C 348
Tensile strength , psi (MPa) 7 days 28 days	250 (2) 440 (3)	ASTM C 190
Modulus of elasticity , psi (MPa) 28 days	2.72 x 10 ⁶ (1.87 x 10 ⁴)	ASTM C 469
Artificial weathering , hrs Xenon Arc Carbon Arc	5,000 = No failure 500 = No failure	ASTM G 26 ASTM G 23
Adhesion strength , psi (MPa)	418 (2.9)	Test by tensile bond
Artificial weathering ,	No cracking, loss of adhesion, checking, or other defect	Atlas Type DMC weatherometer
Freeze/thaw resistance , 200 cycles	No change	ASTM C 666 (Procedure B)
Salt spray resistance , 300 hours	No defect	ASTM B 117
Carbon Dioxide (CO₂) , in (mm)	1/16 (1.6) Equivalent to 3/4" (19 mm) new concrete	Lab Method Diffusion
Permeance , perms (metric permeability)	12 (0.10698) 18 x 10 ³ resistance	ASTM E 96 (water-vapor transmission) Swedish standard SS-02-15-82

Test Data, continued

PROPERTY	RESULTS	TEST METHODS
Wind-driven rain, hrs	8 = excellent	Fed. Spec. TT-P-0035 (Para 4.4.7)
Coefficient of thermal expansion, in/in/° F (mm/mm/° C), at 28 days	6.99×10^{-6} (5×10^{-7})	ASTM C 531
Impact strength (Gardener impact tester)	No chipping	Fed. Spec. TT-P-0035 (Cement paints para. 3.4.8)
Hardness, (Barber Coleman Impressor) Requirement min = 30, max = 60		Fed. Spec. TT-P-0035 (para 4.4.9)
7 days	35	
14 days	47	
21 days	52	
Abrasion resistance, 3,000 L sand	Passed	Fed. Spec. TT-P-141B
Reflectance		ASTM D 2244 using Hunterlab D-25 meter
Gray Thoroseal®	64.2	
White Thoroseal®	88.1	
Fungus resistance, at 21 days	No growth; meets all requirements	Fed. Spec. TT-P-29B
Surface burning characteristics		ASTM E 84
Flame Spread	0	
Smoke developed	5	
Fire Propagation	Index = 1.5	BS476: Part 6:1981
Flame spread	Class 1	BS476: Part 7:1971

Test results are averages obtained under laboratory conditions. Reasonable variations can be expected.

How to Apply

Surface Preparation

1. Surface preparation is extremely important for proper adhesion. Substrates must be sound and free of dust, dirt, laitance, paints, oils, grease, curing compounds, or any other contaminants. Verify substrate has properly cured. Concrete should obtain 80% of design strength, typically achieved within 3 – 14 days. If efflorescence is present, mechanically remove it before proceeding. For extreme cases where this is not adequate, contact Technical Service.
2. Patch all holes and cracks before installation.
3. Relieve hydrostatic pressure in concrete block with weep holes.
4. Roughen or brush blast extremely smooth surfaces such as precast and cast-in-place concrete to ensure good mechanical adhesion of Thoroseal®.

Mixing

1. Mix Thoroseal® with a mixing liquid consisting of a blend of Acryl 60® diluted with water. Maximum dilution ratio is 1 part Acryl 60® to 3 parts water. Approximately 6 quarts of mixing liquid is needed per 50 lbs of Thoroseal® powder. Up to 2 additional quarts of mixing liquid may be added when using as a rubbing compound.
2. For best results, mechanically mix Thoroseal® with a slow-speed drill and mixing paddle. Gradually add the powder to the mixing liquid while drill is running.
3. When properly blended, Thoroseal® will have the lump-free consistency of smooth, heavy batter.
4. Allow the Thoroseal® and Acryl 60® mixture to rest undisturbed for a minimum of 10 minutes to fully wet out all the powder. Then remix the wet mixture and apply. A small amount of mixing liquid can be added to this remixing.

5. Pot life is 60 – 90 minutes at 70° F (21° C). At high temperatures and low relative humidity, pot life can be significantly less.

Application

1. Apply Thoroseal® with a Thoro® brush or broom or equivalent stiff fiber brush or by textured spray equipment. Spray applications of the first coat require back brushing or brooming to properly fill voids and achieve uniformity.
2. Completely dampen the substrate with water before application starts. Do not saturate the substrate, but keep it cool and damp throughout the application.
3. It is essential to work first coat thoroughly into the substrate to completely fill and cover all voids, holes, and nonmoving cracks. Finish with a horizontal stroke for an even coat.

4. Allow to cure 24 hours, then apply the second coat and finish with a vertical stroke. Above grade, the second coat can be replaced with a Thoro® high-build architectural coating to achieve better color uniformity.

5. On block or masonry walls, allow 5 – 7 days before applying second coat to eliminate joint read through.

Specific Applications

Above-grade interior or exterior applications in positive pressure situations (direct contact with rain or standing water with a low head of pressure)

1. A 50 lb (22.7 kg) bag of Thoroseal® will provide the following coverage at the designated material usage.

Recommended coverage:

- First Coat: 2 lbs/yd² (1.1 kg/m²) = 225 ft²/50 lb bag (20.9 m²/22.7 kg bag)
- Second Coat: 1 lb/yd² (0.54 kg/m²) = 450 ft²/50 lb bag (41.8 m²/22.7 kg bag)
- Total: 3 lbs/yd² (1.6 kg/m²), cured nominal thickness of 1/16" (1.6 mm).

Coverage will vary depending on surface texture and porosity.

2. A 3 lbs/yd² (1.6 kg/m²) application rate does not eliminate surface irregularities such as struck mortar joints. To hide surface irregularities, spray and back-brush a base coat of Thoroseal® at 2 lbs/yd² (1.1 kg/m²) and allow it to cure for 5 – 7 days. Then spray apply and back trowel a topcoat of Thoroseal® Plaster Mix (see Form No. 1019908) at an application rate of 9 lbs/yd² (4.9 kg/m²).

BELOW-GRADE INTERIOR APPLICATIONS

1. The standard application is 3 lbs/yd² (1.6 kg/m²).

2. For high hydrostatic pressure conditions (over 15 psi [0.10 MPa]), increase application rate to 4 lbs/yd² (2.2 kg/m²) and waterproof from the positive side wherever possible.

BELOW-GRADE EXTERIOR APPLICATIONS

1. Use Thoroseal® Foundation Coating (see Form No. 1019907) For high hydrostatic pressure conditions (over 15 psi [0.10 MPa]), apply a base coat of Thoroseal® Foundation Coating at 2 lbs/yd² (1.1 kg/m²) and allow to cure for 5 – 7 days.

2. Then apply a topcoat of Thoroseal® Plaster Mix at 12 lbs/yd² (6.5 kg/m²). A steel trowel finish is recommended.

3. For both below-grade interior and below-grade exterior applications where water might move between vertical walls and slab or footer, it is recommended to cut out and place a Waterplug® cove at the wall and floor junction prior to the application of the Thoroseal® base coat.

4. Thoroseal® can be covered with extruded polystyrene insulation board during the second coat application. The board must be fully coated with Thoroseal® and embedded into the still-wet coating already in place on the walls. Exercise care when placing the coated board because it should not be moved or slipped. Once placed, do not move the board. After curing, prepare the above-grade portions of the boards by roughening or removing the surface skin and then coating with Thoroseal® to protect them from UV light degradation.

WATERPROOFING POTABLE WATER TANKS OR RESERVOIRS

1. Install Thoroseal® as directed in the general Application instructions.
2. After Thoroseal® has fully cured, wash down the Thoroseal® surface with saline solution (salt brine, 1 lb salt per 1 gallon water).
3. Leave saline solution on the entire Thoroseal® surface for at least 24 hours.
4. Rinse off saline solution completely. If needed, reapply saline solution until final rinse water is completely clean and clear.

Color Uniformity

With any cementitious product, such as Thoroseal®, it may be difficult to achieve color uniformity due to weather and substrate variability. For this reason, it may be necessary to apply a topcoat of a Thoro® architectural coating.

Clean Up

Promptly clean hands and all tools with warm water while product is still wet. Cured material may only be removed mechanically.

For Best Performance

- Thoroseal® must be modified with Acryl 60® to achieve the properties listed in the technical data section.
- Do not apply to substrates with active water leaks or moving cracks; patch all leaking static cracks and holes with Waterplug®. Repair any other nonmoving cracks or voids with the appropriate Thoro® repair product and repair all moving cracks or voids with appropriate sealant.
- Maintain or place expansion and control joints as necessary.

- Do not apply in rain or when rain is expected within 24 hours. Do not apply above 90° F (32° C) or below 40° F (4° C) or when temperatures are expected to fall below 40° F (4° C) within 24 hours. For hot and cold temperature applications, store Thoroseal®, Acryl 60® and water at 50° F (10° C) to 70° F (21° C) before use.
- Hot substrates will effect working time and material strength.
- Variations between inside and outside temperatures may result in condensation on below-grade walls treated with Thoroseal®. This can be alleviated by assuring that adequate ventilation exists.
- Windy, dry, or hot conditions may require rewetting of Thoroseal® during cure and the use of polyethylene barriers.
- Before specifying Thoroseal® for water-retaining structures, conduct tests to determine water quality. Thoroseal® is not intended for continuous contact with acid or sulfate-containing water. Very soft water will have an adverse effect on Thoroseal®.
- Service temperatures: immersion, up to 140° F (60° C); cleaning water, up to 200° F (93° C); dry air, up to 220° F (104° C).
- On all projects, it is recommended that a sample be prepared on site and approved prior to the commencement of the work. The site sample should confirm the color, texture and workmanship required until the job is finished and accepted. Retain the sample until final approval is secured.
- Allow Thoroseal® to cure 7 – 10 days before immersion in water.
- Make certain the most current versions of product data sheet and MSDS are being used; call Customer Service (1-800-433-9517) to verify the most current version.
- Proper application is the responsibility of the user. Field visits by Degussa personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

Health and Safety

THOROSEAL®

Caution

Thoroseal® contains calcium hydroxide, crystalline silica, iron (III) oxide monohydrate, and Portland cement.

Risks

Product is alkaline on contact with water and may cause injury to skin or eyes. Ingestion or inhalation of dust may cause irritation. Contains small amount of free respirable quartz which has been listed as a suspected human carcinogen by NTP and IARC. Repeated or prolonged overexposure to free respirable quartz may cause silicosis or other serious and delayed lung injury.

Precautions

KEEP OUT OF THE REACH OF CHILDREN. Avoid contact with skin, eyes and clothing. Prevent inhalation of dust. Wash thoroughly after handling. Keep container closed when not in use. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/ MSHA approved respiratory protection in accordance with applicable federal, state and local regulations.

First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes. In case of skin contact, wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION. Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs or if swallowed, SEEK IMMEDIATE MEDICAL ATTENTION.

Refer to Material Safety Data Sheet (MSDS) for further information.

Proposition 65

This product contains material listed by the state of California as known to cause cancer, birth defects, or other reproductive harm.

VOC Content

0 lbs/gal or 0 g/L, less water and exempt solvents.

**For medical emergencies only,
call ChemTrec (1-800-424-9300).**

Degussa Building Systems

889 Valley Park Drive
Shakopee, MN, 55379

www.degussabuildingsystems.com

Customer Service 800-433-9517
Technical Service 800-243-6739

LIMITED WARRANTY NOTICE Every reasonable effort is made to apply Degussa exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, Degussa MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and Degussa shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one (1) year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of the Degussa Technical Manager.

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Form No. 1019906 9/03 (Replaces 1/02)
Printed on recycled paper including 10% post-consumer fiber.

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Justin Miller

From: Jeffrey Iverson <jeff@hydrocon.com>
Sent: Wednesday, October 27, 2021 10:45 AM
To: Justin Miller
Cc: Curt Lonsdale
Subject: RE: Bid Invite: COC JOC CS2201.401 Arrowhead, Folley & Nozomi...

Good morning Justin,

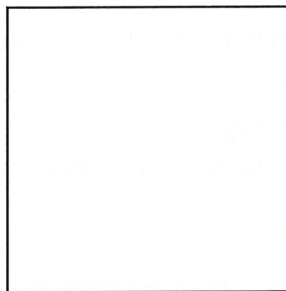
Per our conversation, Shasta will not be submitting a proposal on this project due to current work load. It sounds like you have found qualified and capable contractors to complete the work, of which already have experience installing the exact systems the City of Chandler wants on previous projects.

Thanks for the opportunity and we hope to work with you and your team again in the near future.

jeffrey iverson
480.776.0155 x102 office
480.776.0157 fax



From: Justin Miller (Caliente Construction Inc.) <team@buildingconnected.com>
Sent: Wednesday, October 6, 2021 1:32 PM
To: Jeffrey Iverson <jeff@hydrocon.com>
Subject: Bid Invite: COC JOC CS2201.401 Arrowhead, Folley & Nozomi...



Justin Miller from Caliente Construction Inc. has invited you to bid on
**COC JOC CS2201.401 Arrowhead, Folley &
Nozomi Safety Improvements: Swimming Pools**

[View this RFP](#)

[View Bid Form](#)

Already know if Shasta Industries will bid on this RFP? Let Justin Miller at Caliente Construction Inc. know:

Bidding

Not Bidding

Not Sure

Project Details

Location: AZ, United States of America

Bid Due: October 11, 2021

Caliente Construction would like to invite you to submit a proposal on the **COC JOC CS2201.401 Arrowhead, Folley & Nozomi Safety Improvements** project.

** This is a Caliente Cons...

[View all files and project details »](#)

Client Details



Lead: Justin Miller

Project Manager • +1 480-894-5500 • jmiller@calienteconstruction.com



Caliente Construction Inc.

485 W Vaughn St, Tempe, AZ 85283, USA

www.buildingconnected.com support@buildingconnected.com

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925 Mission St, San Francisco, CA 94103

EXHIBIT B FEE SCHEDULE

1.00	Hourly Fee	\$150.00
2.00	Travel Fee	\$100.00
3.00	Per Diem	\$100.00
4.00	Telephone	\$100.00
5.00	Postage	\$100.00
6.00	Printing	\$100.00
7.00	Photocopying	\$100.00
8.00	Computer	\$100.00
9.00	Equipment	\$100.00
10.00	Materials	\$100.00
11.00	Subcontractors	\$100.00
12.00	Insurance	\$100.00
13.00	Liability	\$100.00
14.00	Workers Comp	\$100.00
15.00	Health	\$100.00
16.00	Dental	\$100.00
17.00	Vision	\$100.00
18.00	Life	\$100.00
19.00	Disability	\$100.00
20.00	Retirement	\$100.00
21.00	Pension	\$100.00
22.00	Profit	\$100.00
23.00	Overhead	\$100.00
24.00	General	\$100.00
25.00	Administrative	\$100.00
26.00	Legal	\$100.00
27.00	Accounting	\$100.00
28.00	Engineering	\$100.00
29.00	Architecture	\$100.00
30.00	Interior Design	\$100.00
31.00	Landscaping	\$100.00
32.00	Construction	\$100.00
33.00	Electrical	\$100.00
34.00	Plumbing	\$100.00
35.00	HVAC	\$100.00
36.00	Fire	\$100.00
37.00	Security	\$100.00
38.00	Signage	\$100.00
39.00	Lighting	\$100.00
40.00	Sound	\$100.00
41.00	Video	\$100.00
42.00	Photography	\$100.00
43.00	Graphic Design	\$100.00
44.00	Web Design	\$100.00
45.00	Software	\$100.00
46.00	Hardware	\$100.00
47.00	Network	\$100.00
48.00	IT Support	\$100.00
49.00	Training	\$100.00
50.00	Consulting	\$100.00

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

EXHIBIT "B"

COC JOC 1904.401 CS2201.401 Arrowhead, Folley and Nozomi Safety Improvements R1

JOB ORDER COST PROPOSAL SUMMARY SHEET

12/7/2021

Negotiated Prices			
Price of Subcontractor(s)	\$		56,977.77
Price of Subconsultant(s)	\$		-
General Conditions	\$		13,370.00
Preconstruction Labor (if applicable)	\$		-
Construction Labor (if applicable)	\$		-
SUBTOTAL (NEGOTIATED PRICES):		\$	70,347.77
Overhead and Profit (Coefficient per Job Order Master Agreement)	10.00%	\$	7,034.78
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	77,382.55
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) MRRA	0.000%	\$	-
General Liability Insurance Percentage (Actual Cost per Job Order)	1.00%	\$	703.48
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.50%	\$	351.74
Payment Bond (Actual Cost per Job Order)	1.50%	\$	1,176.57
Performance Bond (Actual Cost per Job Order) INC	0.00%	\$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	2,231.79
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	79,614.33
City's Allowance		\$	7,000.00
TOTAL JOB ORDER:		\$	86,614.33

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.



#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019

2016 Tempe Business Excellence Award Winner
485 W. Vaughn Street, Tempe, AZ 85283 / Phoenix, AZ 85283 / Fax: (480) 894-2323
AZ ROC091625, AZ ROC0897189, AZ ROC164561, CA 770323, UT 4741522-550
ID RCE-28529, NM 85371, CO 233590, MT 159637, CR 218526, WA 604-150-584

"We build more than structures; we build confidence and relationships that last"





Project:	COC JOC 1904.401 CS2201.401 Arrowhead, Folley and Nozomi Safety Improvements R1			100 Building Sq. Ft.
Owner:	City of Chandler			- Site Sq. Ft.
Architect:	N/A			0.00 Site Acres
Bid Date:	12/7/2021	RFI(s):	00000	Permit Set
Taxing Jurisdiction:	Chandler	Addendum(s):	00000	
MRRA or TPT:	MRRA			
DESCRIPTION				TOTALS
DIVISION 1	GENERAL CONDITIONS			\$ 13,370.00
DIVISION 13	SPECIAL CONSTRUCTION			\$ 56,977.77
Subtotal of Cost Of Work				\$ 70,347.77
OVERHEAD/PROFIT	10.00%		\$	7,034.78
GENERAL LIABILITY INSURANCE	1.00%		\$	703.48
BUILDERS RISK INSURANCE	0.50%		\$	351.74
BONDING FEES	1.50%		\$	1,176.57
CONSTRUCTION ALLOWANCE	LS		\$	7,000.00
TAX (Chandler 5.070%)	MRRA (by subcontractors)	0.000%	\$	-
TOTAL COST			\$	86,614.33



COC JOC 1904.401 CS2201.401 Arrowhead, Folley and Nozomi Safety Improvements

General Conditions

3 Weeks

DATE:

12/7/2021

21 Calendar Days

CODE	ITEM	QTY	TYP	RATE	SUBTOTAL
	GENERAL CONDITIONS				\$ 12,620.00
00-1040	Project Manager	0.40	WK	\$ 4,200.00	\$ 1,680.00
00-1052	Assistant Project Manager	0.30	WK	\$ 3,200.00	\$ 960.00
00-1047	Project Coordinator	0.20	WK	\$ 2,400.00	\$ 480.00
00-1045	Superintendent	2.50	WK	\$ 3,800.00	\$ 9,500.00
	GENERAL REQUIREMENTS				\$ 750.00
00-1096	Safety / Temp Protection	1.00	LS	\$ 750.00	\$ 750.00

GENERAL CONDITIONS TOTAL

\$ 13,370.00

Commercial Pool Repair
 PO BOX 28397
 SCOTTSDALE, AZ 85255 US
 (480)661-7788
 commercialpoolrepair@gmail.com

Estimate



ADDRESS
Caliente Construction Inc. 485 W Vaughn St, Tempe, AZ 85283

SHIP TO
Caliente Construction Inc. 485 W Vaughn St, Tempe, AZ 85283

ESTIMATE #	DATE
1204254	11/01/2021

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Nazomi			
COC JOC CS2201.401 Nazomi Pool, Replace 2 Surge tank Float valves			
Service	5	110.00	550.00
Demo existing valve, Drain remaining water from surge tank			
Product	2	2,785.50	5,571.00T
Mermad FVS 6" Single Valve Float Arm			
Service	1	1,820.00	1,820.00
Install new FVS Float valve, Return after pool is filled to test			
ThoroSeal on Surge tank is in poor condition and is causing degradation to concrete walls.			
Service	1	1,550.00	1,550.00
Clean and prep walls and floor with degreaser/cleaner and power wash.			
Product	6	345.00	2,070.00T
ThoroSeal MasterSeal 581 kit (6 kits required)			
Service	1	7,200.00	7,200.00
Service: Apply new coat of ThoroSeal to surge tank			
City of Chandler will be responsible for draining, filling pool and water balance.			

All prices are good for 30 days unless otherwise noted. Prices do not include tax or shipping.

SUBTOTAL	18,761.00
TAX	615.10
SHIPPING	465.00
TOTAL	\$19,841.10

Accepted By

Accepted Date

Commercial Pool Repair
 PO BOX 28397
 SCOTTSDALE, AZ 85255 US
 (480)661-7788
 commercialpoolrepair@gmail.com

Estimate



ADDRESS

Caliente Construction Inc.
 485 W Vaughn St,
 Tempe, AZ 85283

SHIP TO

Caliente Construction Inc.
 485 W Vaughn St,
 Tempe, AZ 85283

ESTIMATE #	DATE	EXPIRATION DATE
1204252	11/01/2021	12/30/2021

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Arrowhead			
COC JOC CS2201.401 Arrowhead Pool, Replace 2 Surge tank Float valves			
Service	5	110.00	550.00
Demo existing valve, Drain remaining water from surge tank			
Product	2	2,785.50	5,571.00T
Mermad FVS 6" Single Valve Float Arm			
Service	1	1,820.00	1,820.00
Install new FVS Float valve, Return after pool is filled to test			
Thoroseal on Surge tank is in poor condition and is causing degradation to concrete walls.			
Service	1	1,350.00	1,350.00
Clean and prep walls and floor with degreaser/cleaner and power wash.			
Product	5	345.00	1,725.00T
ThoroSeal MasterSeal 581 kit (5 required) \$1725			
Service	1	6,500.00	6,500.00
Service: Apply new coat of Thoroseal to surge tank			
City of Chandler will be responsible for draining, filling pool and water balance.			

All prices are good for 30 days unless otherwise noted. Prices do not include tax or shipping.

SUBTOTAL	17,516.00
TAX	587.33
SHIPPING	465.00
TOTAL	\$18,568.33

Accepted By

Accepted Date

Commercial Pool Repair
 PO BOX 28397
 SCOTTSDALE, AZ 85255 US
 (480)661-7788
 commercialpoolrepair@gmail.com

Estimate



ADDRESS
Caliente Construction Inc. 485 W Vaughn St, Tempe, AZ 85283

SHIP TO
Caliente Construction Inc. 485 W Vaughn St, Tempe, AZ 85283

ESTIMATE #	DATE	EXPIRATION DATE
1204250	11/01/2021	12/30/2021

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Folley			
COC JOC CS2201.401 Folley Pool, Replace 2 Surge tank Float valves			
Service	5	110.00	550.00
Demo existing valve, Drain remaining water from surge tank			
Product	2	2,785.50	5,571.00T
Mermad FVS 6" Single Valve Float Arm			
Service	1	1,820.00	1,820.00
Install new FVS Float valve, Return after pool is filled to test			
Thorseal on Surge tank is in poor condition and is causing degradation to concrete walls.			
Service	1	1,350.00	1,350.00
Clean and prep walls and floor with degreaser/cleaner and power wash.			
Product	5	345.00	1,725.00T
ThoroSeal MasterSeal 581 kit (5 required) \$1725			
Service	1	6,500.00	6,500.00
Service: Apply new coat of Thoroseal to surge tank			
City of Chandler will be responsible for draining, filling pool and water balance.			

All prices are good for 30 days unless otherwise noted. Prices do not include tax or shipping.

SUBTOTAL	17,516.00
TAX	587.33
SHIPPING	465.00
TOTAL	\$18,568.33

Accepted By

Accepted Date

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, 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 _____, 20__ for construction of **ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS SAFETY IMPROVEMENTS, CS2201.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

AGENT ADDRESS

SURETY SEAL

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$_____), for the payment whereof, the 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 _____, 20__ for construction of **ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS SAFETY IMPROVEMENTS, CS2201.401** 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 Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

PRINCIPAL SEAL

AGENT OF RECORD

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS SAFETY IMPROVEMENTS**

Project No.: **CS2201.401**

To the City of Chandler, Arizona

Gentlemen:

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.

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. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or 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 and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____
20 _____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **ARROWHEAD, FOLLEY, AND NOZOMI AQUATIC CENTERS SAFETY IMPROVEMENTS**

Project No.: **CS2201.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **CS2201.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

DATE: _____

(Title)

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature)

DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature)

DATE: _____

(Dept. /Div.)

Date of Final Walk-Through

Date As-Built Received

City As-Built Number