



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Project Name: **HAMILTON AQUATIC CENTER SAFETY IMPROVEMENTS - TRENCH
DRAIN REPLACEMENT**

Project No. **CS2202.401**

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 Hamilton Aquatic Center Safety Improvements – Trench Drain Replacement 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 **HAMILTON AQUATIC CENTER SAFETY IMPROVEMENTS - TRENCH DRAIN REPLACEMENT**, Project Number **CS2202.401**. The scope of work consists of safety improvements and trench drain replacement at Hamilton Aquatic Center, 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 **\$83,947.43** 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

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

Signature Date 01/11/2022
Lorraine Bergman
Print Name

President/CEO
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

Caliente Construction, Inc.

485 W. Vaughn St.

Tempe, AZ 85283

**EXHIBIT A
SCOPE OF WORK**

0000

Caliente Construction Inc.

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

R1 December 8, 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 - CS2202.401 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement R1

Mr. Magana,

Thank you for the opportunity to provide our revised proposal for the CS2202.401 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement R1 Project.

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

The price is \$ 83,947.43. 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"



Callente Construction Inc.

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

EXHIBIT A SCOPE-OF WORK

PROJECT:

City of Chandler JOC 1904.401 - CS2202.402 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement R1

General Requirements:

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

Construction:

- 1) Saw-Cut and Remove existing Trench Drain at (3) Locations (~150LF) by demo contractor
- 2) Excavate as required for New Trench Drain
- 3) Furnish and Install New Trench Drains (Zurn or equal) similar to existing at (3) Locations (~150LF)
- 4) Concrete for Setting Drains (existing trench drains will be sawcut and removed and the new drains set back, and concrete tied into adjacent pool deck) by plumbing contractor
- 5) Site Cleanup

Project Duration:

Proposal based on onsite Project Duration of 1 Week after procurement of materials. Estimated Lead time for drains is 3-4 Weeks from time of submittal approval/order.

Clarifications/Exclusions:

See attached estimate.



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"

COC JOC 1904.401 CS2202.402 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement



Assumptions / Clarifications

- 1 Proposal based on onsite Project Duration of (1-2 Weeks) after procurement of material (estimated lead time for drains is 4 weeks from time of submittal approval/order)
- 2 Proposal based on Normal Working Hours M-F
- 3 Proposal based on COC Aquatics
- 4 Proposal based on access to site
- 5 Proposal based on replacement of (3) Sections identified during walkthrough (~150LF)

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 Badging or Special Background Checks and/or associated costs
- 4 Excludes Concrete Re-finishing for pool deck

Allowances (Not Included in Base Bid; No Markups)

- | | |
|--------------------------|-------------|
| 1 CONSTRUCTION ALLOWANCE | \$ 6,800.00 |
|--------------------------|-------------|

**EXHIBIT B
FEE SCHEDULE**

Caliente Construction Inc.

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

EXHIBIT "B"

COC JOC 1904.401 CS2202.401 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement R1

JOB ORDER COST PROPOSAL SUMMARY SHEET

12/8/2021

Negotiated Prices			
Price of Subcontractor(s)		\$	61,698.00
Price of Subconsultant(s)		\$	-
General Conditions		\$	6,470.00
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$	68,168.00
Overhead and Profit (Coefficient per Job Order Master Agreement)	10.00%	\$	6,816.80
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	74,984.80
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	MRRA	0.000%	\$ -
General Liability Insurance Percentage (Actual Cost per Job Order)		1.00%	\$ 681.68
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		0.50%	\$ 340.84
Payment Bond (Actual Cost per Job Order)		1.50%	\$ 1,140.11
Performance Bond (Actual Cost per Job Order)	INC	0.00%	\$ -
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	2,162.63
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	77,147.43
City's Allowance		\$	6,800.00
TOTAL JOB ORDER:		\$	83,947.43

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
2018 Tempe Business Excellence Award Winner
485 W. Valachi Street, Tempe, AZ 85283 / Email: (480) 894-5500 / Fax: (480) 894-2323
AZ ROC091629, AZ ROC088769, AZ ROC164561, CA 770323, UT 4741522-550
ID RCE-28629, NM 85371, CO 233580, MT 155637, CR 218626, WA 604-150-564

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





Project:	COC JOC 1904.401 CS2202.401 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement R1		
Owner:	City of Chandler	100 Building Sq. Ft.	- Site Sq. Ft.
Architect:	N/A	0.00 Site Acres	
Bid Date:	12/8/2021	RFI(s): 00000	Permit Set
Taxing Jurisdiction:	Chandler	Addendum(s): 00000	
MRRA or TPT:	MRRA		

DESCRIPTION			TOTALS
DIVISION 1	GENERAL CONDITIONS		\$ 6,470.00
DIVISION 2	EXISTING CONDITIONS		\$ 2,250.00
DIVISION 22	PLUMBING		\$ 59,448.00
Subtotal of Cost Of Work			\$ 68,168.00
OVERHEAD/PROFIT	10.00%		\$ 6,816.80
GENERAL LIABILITY INSURANCE	1.00%		\$ 681.68
BUILDERS RISK INSURANCE	0.50%		\$ 340.84
BONDING FEES	1.50%		\$ 1,140.11
CONSTRUCTION ALLOWANCE	LS		\$ 6,800.00
TAX (Chandler 5.070%)	MRRA (by subcontractors)	0.000%	\$ -
TOTAL COST			\$ 83,947.43



COC JOC 1904.401 CS2202.402 Hamilton Aquatics Center Safety Improvements: Trench Drain Replacement R1

General Conditions

1 Weeks

DATE:

12/8/2021

7 Calendar Days

CODE	ITEM	QTY	TYP	RATE	SUBTOTAL
	GENERAL CONDITIONS				\$ 5,970.00
00-1040	Project Manager	0.25	WK	\$ 4,200.00	\$ 1,050.00
00-1052	Assistant Project Manager	0.20	WK	\$ 3,200.00	\$ 640.00
00-1047	Project Coordinator	0.20	WK	\$ 2,400.00	\$ 480.00
00-1045	Superintendent	1.00	WK	\$ 3,800.00	\$ 3,800.00
	GENERAL REQUIREMENTS				\$ 500.00
00-1096	Safety / Temp Protection	1.00	LS	\$ 500.00	\$ 500.00

GENERAL CONDITIONS TOTAL

\$ 6,470.00

Policy

ADVANCED DEMOLITION, LLC (AD) will furnish all labor, equipment & pay all dumping fees incurred in performing work at the above referenced address. The work area will be kept free of any trash & debris. Any additions or deletions must be in writing and must be signed by both Owner/GC and AD. This proposal shall become part of the contract documents. All SALVAGE rights belong to ADVANCED DEMOLITION unless otherwise specified. Any overtime, nights, weekends and holidays will be subject to change order unless otherwise specified. This bid is good for 60 days, unless noted otherwise. Payment terms are 10% down required prior to mobilization. Final payment due on all invoices within (30) days of invoice. Balances and retention that was held is due (30) days from the completion of project. Note: The Owner/GC shall provide AD with an Asbestos Survey prior to any work being done. If asbestos is present it must be removed according to OSHA, EPA and County Regulations prior to Demolition. Please Note that all Asbestos and Structural Demolition projects are subjected to a (10) day (NESHAP Notification) waiting period prior to the commencement of project. AD is not responsible for weather proofing, temporary drying in or anything related to weather or water intrusion or any weather damage caused by our work. AD is not responsible for any inadvertent damage caused by our work. Within 24 hours of any suspected damage allegedly caused by us, we must be notified in writing. We have the right to repair any of the said damage by our contractor of choice. Unless there is a schedule in writing, and both parties have agreed to it, AD will prepare and perform our work in our time frame. It is customary for Advanced Demolition to pre-lien all projects prior to the commencement of work. After final completion of the scope of work, and when final payment has been received, ADVANCED DEMOLITION will issue to Client a final and unconditional lien waiver.

Exclusions

All items omitted or not clearly shown on the demolition plans, specification and/or ADVANCED DEMOLITION Proposal. Layout, MP&E disconnects, capping, make safe, shoring, coring, masonry toothing, mastic to more than 70%, dust barriers, negative air machines, hazardous materials, permits, bond/taxes, additional move-ins, temporary power, sanitation facilities, slabs/stems and footings larger than current code for same construction.

Approval and Signature

JERRY CHANDLER	OWNER/ESTIMATOR
<u>JERRY CHANDLER</u>	<u>#####</u>
	DATE
Signature:	
Owner/GC Approval:	DATE



RYAN MECHANICAL COMPANY

1325 N. Mondel Drive • Gilbert, Arizona 85233 (480) 497-4526 • FAX (480) 497-4527
C-37R 098919 • L-37 080516 • L-39 097541

www.ryanmechanical.com

October 13th, 2021
A PLUMBING Proposal For
Hamilton Aquatic Center

Below please find our price for the above listed project. We are providing this bid to insure that you have coverage. Please contact us to review scheduling before awarding this project.

PROVIDE & INSTALL:

ADDENDA: none

- 1) Plumbing demolition.
- 2) Excavate FBO Sawcut Trenches.
- 3) Install 3 new Trench Drains as indicated.

TOTAL PRICE.....

\$55,300.00

Bond= + 1.5%

EXCLUSIONS:

- 1) Permits, fees, taxes & bond.
- 2) **Night Work 5:00PM-3:00AM**, (We have early mornings for demolition/noisy work). We cannot do night work at this time.
- 3) Material Sales Tax, (add \$4,148.00).
- 4) Sawcut/removal/pourback.
- 5) Mechanical/HVAC/Fire Risers/Condensates/Gas/Meters or fees.
- 6) X-raying surfaces.
- 7) Opening or Patching walls, ceilings, or floor goods; Permanent roof patch.
- 8) Site Work, Civil Work, Utility Relocation, Rock/Caliche Excavation, Temporary water, Imported Fills or Spoils Removal

Sincerely,

Joseph P. Ryan
RYAN MECHANICAL CO.
joe@ryanmechanical.com

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 **HAMILTON AQUATIC CENTER SAFETY IMPROVEMENTS - TRENCH DRAIN REPLACEMENT, CS2202.401** 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 _____

SURETY SEAL

AGENT ADDRESS

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 **HAMILTON AQUATIC CENTER SAFETY IMPROVEMENTS - TRENCH DRAIN REPLACEMENT, CS2202.401** 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__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **HAMILTON AQUATIC CENTER SAFETY IMPROVEMENTS - TRENCH DRAIN REPLACEMENT**
Project No.: **CS2202.401**

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: **HAMILTON AQUATIC CENTER SAFETY IMPROVEMENTS - TRENCH DRAIN REPLACEMENT**

Project No.: **CS2202.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **CS2202.401** 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)

(Title)

DATE: _____

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