



## CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **SOLID WASTE LANDFILL WEST SIDE STORMWATER CHANNEL IMPROVEMENTS**

Project No. **SW2101.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Nesbitt Contracting Co., Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1907.401 ("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 11, 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 to remove and replace stormwater concrete channel sections at the City's closed landfill 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 **SOLID WASTE LANDFILL WEST SIDE STORMWATER CHANNEL IMPROVEMENTS**, Project Number **SW2101.401**. The scope of work consists of removal and replacement of stormwater concrete channel sections at the City's closed landfill, 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 **\$248,712.72** 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 **90** calendar days from the Notice to Proceed (NTP) Date.

## **ARTICLE 4. PARTICIPANTS**

|                 |                                           |
|-----------------|-------------------------------------------|
| CITY:           | Project Manager: Paul Young               |
|                 | Phone: 480-782-3146                       |
|                 | Email: Paul.young@chandleraz.gov          |
|                 |                                           |
| JOC CONTRACTOR: | Nesbitt Contracting Co., Inc.             |
|                 | 100 S. Price Rd.<br>Tempe, AZ 85281       |
|                 | JOC Contractor Representative: Joe Chavez |
|                 | Phone: 602-339-5367                       |
|                 | Email: joechavez@nesbitts.com             |

SIGNATURE PAGE TO FOLLOW

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

**"CITY"**

CITY OF CHANDLER:

\_\_\_\_\_  
MAYOR Date

Recommended By:

  
\_\_\_\_\_  
Andrew Goh, P.E.  
CIP City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

By: 

ATTEST:

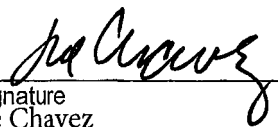
\_\_\_\_\_  
City Clerk

SEAL

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

**"JOC CONTRACTOR"**

Nesbitt Contracting Co., Inc.:

  
\_\_\_\_\_  
Signature  
Joe Chavez

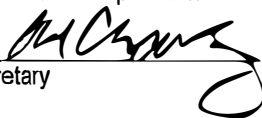
1/22/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

ATTEST: If Corporation

  
\_\_\_\_\_  
Secretary

ADDRESS FOR NOTICE

\_\_\_\_\_  
Nesbitt Contracting Co., Inc.

\_\_\_\_\_  
100 S. Price Rd.

\_\_\_\_\_  
Tempe, AZ 85281

**EXHIBIT A**  
**SCOPE OF WORK**



PHONE (480) 423-7600

FAX (480) 423-7680

***NESBITT CONTRACTING Co., Inc.***

EQUAL OPPORTUNITY EMPLOYER

100 S. PRICE ROAD, TEMPE, AZ 85281-3118

GENERAL ENGINEERING CONTRACTOR

LICENSE NO. ROC074063A

### **Exhibit A Scope of Work**

JOC must perform the following project tasks for Priority One:

- Salvage of mulch and protection of slopes
- Removal of existing shotcrete channel
- Excavation and prep for new channel
- Shotcrete of new channel
- Replacement of mulch
- Decomposed granite and site restoration.
- Traffic Control, Unsuitable subgrade, slope disturbance and as-built survey included as an allowance.
- Need multiuse path closure with 24-hour single lane closure on Ocotillo and/or McQueen for Truck Haul.
- Exclusion: Liner repair, concrete pathway repair (assuming pathway can handle weight of dump truck)

Thanks,  
Mike Monoscalco  
480-650-8054

**EXHIBIT B  
FEE SCHEDULE**

**EXHIBIT "B"****JOB ORDER COST PROPOSAL  
SUMMARY SHEET**

|                                                                         |              |                      |
|-------------------------------------------------------------------------|--------------|----------------------|
| <b>Negotiated Prices</b>                                                |              |                      |
| Price of Subcontractor(s)                                               |              | \$ -                 |
| Price of Subconsultant(s)                                               |              | \$ -                 |
| General Conditions                                                      |              | \$ -                 |
| Preconstruction Labor (if applicable)                                   |              | \$ -                 |
| Construction Labor (if applicable)                                      |              | \$ 206,240.00        |
| <b>SUBTOTAL (NEGOTIATED PRICES):</b>                                    |              | <b>\$ 206,240.00</b> |
|                                                                         |              |                      |
| <b>Overhead and Profit</b> (Coefficient per Job Order Master Agreement) | <b>0.08</b>  | <b>\$ 16,499.20</b>  |
| <b>TOTAL (NEGOTIATED PRICES + OVERHEAD &amp; PROFIT):</b>               |              | <b>\$ 222,739.20</b> |
| <b>Insurance, Bonds, &amp; Taxes</b>                                    |              |                      |
| Sales Tax Percentage (Current Tax Rate)                                 | <b>5.07%</b> | \$ 11,292.88         |
| General Liability Insurance Percentage (Actual Cost per Job Order)      |              | \$ -                 |
| Builder's Risk Insurance Percentage (Actual Cost per Job Order)         |              | \$ -                 |
| Payment Bond (Actual Cost per Job Order)                                | 0.01         | \$ 2,340.32          |
| Performance Bond (Actual Cost per Job Order)                            | 0.01         | \$ 2,340.32          |
| <b>SUBTOTAL (INSURANCE, BONDS, &amp; TAXES):</b>                        |              | <b>\$ 15,973.52</b>  |
|                                                                         |              |                      |
| <b>COMBINED TOTAL (TOTAL + INSURANCE, BONDS, &amp; TAXES):</b>          |              | <b>\$ 238,712.72</b> |
| <b>City's Allowance</b>                                                 |              | <b>\$ 10,000.00</b>  |
| <b>TOTAL JOB ORDER:</b>                                                 |              | <b>\$ 248,712.72</b> |

*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.*

**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:** NESBITT CONTRACTING CO., INC.  
(hereinafter "Principal"), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter "Surety"), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD, 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 TWELVE & 72/100 (hereinafter "Obligee") in the amount of TWO HUNDRED FORTY-EIGHT THOUSAND, SEVEN HUNDRED- (Dollars) (\$ 248,712.72), 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 \_\_\_\_\_, 2021 for construction of **SOLID WASTE LANDFILL WEST SIDE STORMWATER CHANNEL IMPROVEMENTS, SW2101.401** 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's fees and costs may be fixed by a judge of the court.

Witness our hands this 25TH day of JANUARY, 20  .

PASSEY-BOND CO., INC.  
AGENT OF RECORD

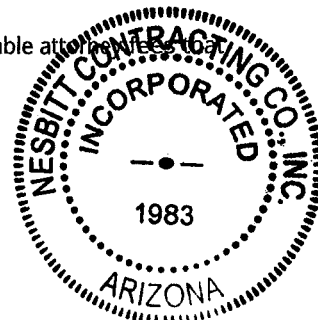
P.O. BOX 819  
MESA AZ 85211  
AGENT ADDRESS

NESBITT CONTRACTING CO., INC.  
PRINCIPAL SEAL

By Joe Chavez  
Joe Chavez, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
SURETY SEAL

By WILLIAM J PASSEY, ATTORNEY-IN-FACT



**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:** NESBITT CONTRACTING CO., INC.

(hereinafter "Principal"), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter "Surety"), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD, 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 TWELVE & 72/100---- (hereinafter "Obligee") in the amount of TWO HUNDRED FORTY-EIGHT THOUSAND, SEVEN HUNDRED- (Dollars) (\$ 248,712.72), 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 **SOLID WASTE LANDFILL WEST SIDE STORMWATER CHANNEL IMPROVEMENTS, SW2101.401** 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 25TH day of JANUARY, 2021.

PASSEY-BOND CO., INC.

AGENT OF RECORD

P.O. BOX 819  
MESA AZ 85211

AGENT ADDRESS

NESBITT CONTRACTING CO., INC.

PRINCIPAL

SEAL

By

Joe Chavez, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY

SEAL

By

WILLIAM J PASSEY, ATTORNEY-IN-FACT





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM J PASSEY** of Mesa

Arizona, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

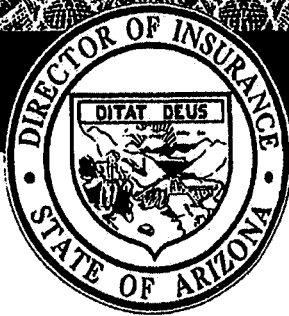
Dated this 25TH day of JANUARY, 2021



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

STATE OF



ARIZONA

**DEPARTMENT OF INSURANCE  
CERTIFICATE OF AUTHORITY**

I, JOHN A. GREENE, Director of Insurance of the State of Arizona, do hereby certify that

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Domiciled in Connecticut  
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

**CASUALTY WITH WORKERS' COMPENSATION  
DISABILITY  
MARINE AND TRANSPORTATION  
PROPERTY  
SURETY  
VEHICLE**

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

*A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.*

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.



*John A. Greene*  
John A. Greene  
Director of Insurance

E146 (01/97)

301807 000843

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

\_\_\_\_\_, Arizona

Date \_\_\_\_\_

Project Name: **SOLID WASTE LANDFILL WEST SIDE STORMWATER CHANNEL IMPROVEMENTS**

Project No.: **SW2101.401**

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: **SOLID WASTE LANDFILL WEST SIDE STORMWATER CHANNEL IMPROVEMENTS**  
Project No.: **SW2101.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **SW2101.401** 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