



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **AIRPORT WATER RECLAMATION FACILITY HEADWORKS DRAIN PIPING**

Project No. **WW2003.401**

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 **Garney Companies, Inc.**, a Missouri corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1914.401 ("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 to provide headworks drain piping at the Airport Water Reclamation Facility 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 **AIRPORT WATER RECLAMATION FACILITY HEADWORKS DRAIN PIPING**, Project Number **WW2003.401**. The scope of work consists of providing headworks drain piping at the Airport Water Reclamation Facility, 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 **\$391,070** 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 **180** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	Garney Companies, Inc.	
	4435 E. Holmes Ave., Ste. 102 Mesa, AZ 85206	
	JOC Contractor Representative: Shane O'Brien	
	Phone:	720-375-0988
	Email:	sobrien@garney.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: 

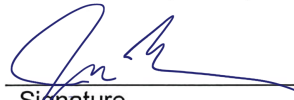
ATTEST:

City Clerk SEAL

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

"JOC CONTRACTOR"

Garney Companies, Inc.:

 3/10/2021

Signature Date

Joel Heimbuck

Print Name

Director of Operations
Title

ATTEST: If Corporation



Secretary Assistant Secretary



ADDRESS FOR NOTICE

Garney Companies, Inc.

4435 E. Holmes Ave., Ste. 102

Mesa, AZ 85206

EXHIBIT A
SCOPE OF WORK

Exhibit A

Scope

JOC WW2003.401 – Airport WRF Headworks Drain

1. JOC must perform the following project tasks per Brown and Caldwell plans and specs dated December 22, 2020 and as modified below:
 - a. Mobilize to site
 - b. Excavate and Backfill new drain piping, tie-in into existing lift station and restore landscaping to existing condition.
 - i. Proposal assumes that routing to be modified in the field based on existing pipe/supports impeding route. Garney to maintain adequate fall as necessary.
 - ii. Proposal assumes that connecting drain lines can be offline during installation/tie-in and no temporary bypass pumping is included.
 - iii. Proposal assumes use of ½ Sack CLSM in lieu of native backfill material.
 - iv. Proposal assumes that existing drain line to be abandoned in place in lieu of removal.
 - c. Investigate condition of existing pipe penetrations
 - d. Temporary installation of Owner supplied stop logs and additional temporary bulkheads, nuisance pumping and cleaning of existing channel per the MOPO noted in the documents.
 - i. Temporary bypass pumping of the plant influent is not included nor required.
 - ii. OSHA safety standards require H2S to be at 5 PPM which is lower than current readings. Proposal includes standard push/pull fan system in order to obtain/maintain safe working levels. If standard fan system is not adequate to obtain/maintain safe working levels, Garney assumes that additional equipment and delays are to be paid by Owner's Allowance.
 - e. Demo and dispose of existing mud valves, pipe penetration, flanges, and appurtenances.
 - i. Proposal assumes use of owner supplied stop logs to isolate headworks channels as needed.
 - f. Demo/dispose existing exposed drain piping and install new exposed Drain Piping, mud valves, supports and penetrations as shown on the drawings
 - i. Proposal includes the use/acceptance of Victaulic fittings and couplings in lieu of flange fittings. Grooved ends on straight pipe to be completed in the field.
 - ii. Proposal includes painting the exterior pipe as needed.
 - iii. Proposal includes use of Armorlok PVC liner boots as submitted by Sonco as the Ameron PVC T-Lock is no longer available.
 - g. Install new SST drip tray and supports, 2" PVC drain piping, modify electrical Unistrut as necessary and wall coating
 - h. Test Pipe as necessary
2. Allowances included in this Proposal: City Allowance - \$45,000
3. Schedule is based on 3 months for procurement/delivery of material and 2 months for construction
4. Specifically excluded from this proposal are: Building Permits, Engineering (including professional engineered design of pipe system and supports), remediation of contamination and hazardous material handling.

**EXHIBIT B
FEE SCHEDULE**



4435 E. Holmes Ave, Suite 102, Mesa AZ 85206
 Phone: 602.470.0001
 Fax: 602.470.0025
 www.garney.com

EXHIBIT "B-1"
 Job Order Cost Proposal
 Summary Sheet

WW2003.401 AIRPORT WATER RECLAMATION FACILITY HEADWORKS DRAIN

Negotiated Prices		
General Conditions	\$	56,338
SUBTOTAL (NEGOTIATED PRICES):		\$ 56,338
Unit Prices		
Unit Price (Per Unit Price Attachment)	\$	224,099
SUBTOTAL (NEGOTIATED PRICES):		\$ 224,099
Overhead and Profit (Coefficient per Job Order Master Agreement)	0.08	\$ 22,435
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT):		\$ 302,872
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	5.07%	\$ 15,356
General Liability Insurance Percentage (Actual Cost per Job Order)	1.35%	\$ 4,089
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.343%	\$ 1,039
Payment Bond (Actual Cost per Job Order)	7.5%	\$ 22,715
Performance Bond (Actual Cost per Job Order)	included	\$ -
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 43,199
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT + INSURANCE, BONDS, & TAXES):		\$ 346,070
City's Allowance	\$	45,000
TOTAL JOB ORDER:		\$ 391,070

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.



ADVANCING WATER

4435 E. Holmes Ave, Suite 102, Mesa AZ 85206

Phone: 602.470.0001

Fax: 602.470.0025

www.garney.com

UNIT PRICE ATTACHMENT

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 7,921	\$ 7,921
2	Piping Excavation and Backfill	1	LS	\$ 28,407	\$ 28,407
3	Landscaping/Gravel Replacement	1	LS	\$ 3,695	\$ 3,695
4	Investigate Existing Condition of Pipe Penetrations	1	LS	\$ 557	\$ 557
5	Demolish Drain Piping, Fittings, Couplings, Pipe Supports, and Appurtenances. Provide Disposal of Demolished Materials	1	LS	\$ 13,246	\$ 13,246
6	Demolish Mud Valves, Pipe Penetrations, Flanges, and Appurtenances. Provide Disposal of Demolished Materials	1	LS	\$ 13,723	\$ 13,723
7	Purchase and Install Pipe Penetrations in Concrete Floor	1	LS	\$ 11,302	\$ 11,302
8	Purchase and Install Mud Valves, Pipe Boots, and Appurtenances	1	LS	\$ 23,569	\$ 23,569
9	Purchase and Install Exposed Pipe, Fittings Couplings, Flanges, and Appurtenances	1	LS	\$ 90,464	\$ 90,464
10	Purchase and Install Buried Pipe, Fittings Couplings, Flanges, and Appurtenances	1	LS	\$ 14,505	\$ 14,505
11	Purchase and Install Pipe Hangers/ Supports	1	LS	\$ 5,316	\$ 5,316
12	Purchase and Install Drip Tray and Appurtenances	1	LS	\$ 5,039	\$ 5,039
13	Testing	1	LS	\$ 6,354	\$ 6,354
BASE BID (Items 1- 13 inclusive)				\$	224,099
					(In Numbers)

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 **AIRPORT WATER RECLAMATION FACILITY
HEADWORKS DRAIN PIPING, WW2003.401** 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 **AIRPORT WATER RECLAMATION FACILITY HEADWORKS DRAIN PIPING, WW2003.401** 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: **AIRPORT WATER RECLAMATION FACILITY HEADWORKS DRAIN PIPING**

Project No.: **WW2003.401**

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: **AIRPORT WATER RECLAMATION FACILITY HEADWORKS DRAIN PIPING**
Project No.: **WW2003.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2003.401** 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