



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Project Name: **FIRE STATION NO. 8 BAY DOORS**

Project No. **BF2201.401**

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 **SDB, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1912.401 ("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 January 28, 2020, 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 install four-fold doors at Fire Station No. 8 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 **FIRE STATION NO. 8 BAY DOORS**, Project Number **BF2201.401**. The scope of work consists of installing four-fold doors at Fire Station No. 8, 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 **\$309,680.32** 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 **150** 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:	SDB, Inc.	
	1001 S. Edward Dr. Tempe, AZ 85281	
	JOC Contractor Representative: Craig Schmidt	
	Phone:	480-967-5810 x243
	Email:	Craig.schmidt@sdb.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: JNB

ATTEST:

City Clerk

SEAL

ADDRESS FOR NOTICE

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

"JOC CONTRACTOR"

SDB, Inc.:

C. K. Schmidt
Signature

Date

Craig Schmidt

Print Name

Vice President

Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

SDB, Inc.

1001 S. Edward Dr.

Tempe, AZ 85281

EXHIBIT A SCOPE OF WORK

PROPOSAL
Attachment "A"

CUSTOMER:	City of Chandler	BID DATE:	11/23/2021
ADDRESS:	250 E Chicago Street	PROPOSAL NO.:	21-14-0006
	Chandler AZ 85225	PROPOSAL TYPE.:	LS
JOB DESC.:	COC Fire Station #8 Bay Doors		0
CONTACT:	Hafiz Noor		
Via email:	hafiz.noor@chandleraz.gov		

Scope of Work: The proposed work includes work to be performed per the scope below for the project listed above.

- 1 Proposal is based on information provided by and walkthrough with owner.
- 2 Demo, refabricate and re-install exhaust ducting.
- 3 Demo of (3) existing roll up doors and install (3) engineered Four Fold Doors window glazing(29" X 60", 1" insulated glass per panel)
- 4 Install new low voltage wiring as well as extensions of flexible conduits and circuitry to new motor locations.
- 5 All work to be performed during normal business hours with available access.
- 6 All sales tax is included.
- 7 Full time site supervision and associated contract administration is included.

We have attached Exhibit B-1 Fee Schedule and Exhibit B-2 Task - Hourly breakdowns and a milestone schedule for your review.

In submitting this long lead material proposal, we agree:

- To hold the proposal open for thirty (10) days after the date of this proposal.
- To commence with the construction within ten (10) days upon written notice to proceed.

To accomplish the work in accordance with the JOC contract documents and the following clarifications, qualifications and exclusions listed below.

Clarifications:

- 1 All work to be performed on straight time (7:00 am-3:30 pm). Shift work and overtime work excluded.
- 2 All work will be performed according to the General contractor's safety program.
- 3 Pricing is based on preliminary design.
- 4 Contractor to verify design with City of Chandler Engineering and Traffic departments.
- 5 Owner allowance has been included: \$ 10,000.00

6 Project Duration

4 Weeks

Exclusions:

- 1 Any additional scope not stated in the scope above are hereby excluded
- 2 Any market fluctuations that result in material Increases more than 3%.
- 3 Allowances unless specifically noted in this proposal.
- 4 All permits and utility fees.
- 5 Material and equipment price escalation beyond 5% will be billed against the owner contingency line.
- 6 Seismic engineering or special support system.
- 7 Expediting.

Proposed Cost: SDB, Inc hereby proposes to complete the above mentioned project for the lump sum price of:

\$ 309,680.32

**EXHIBIT B
FEE SCHEDULE**



SDB, Inc.
1001 S Edward Drive
Tempe, AZ 85281
(480) 967-5810 Fax (480) 967-5841

JOC PROPOSAL

CUSTOMER:	<u>City of Chandler</u>	BID DATE:	<u>11/23/2021</u>
ADDRESS:	<u>250 E Chicago Street</u>	PROPOSAL NO.:	<u>21-14-0006</u>
	<u>Chandler AZ 85225</u>	PROPOSAL TYPE.:	<u>LS</u>
JOB DESC.:	<u>COC Fire Station #8 Bay Doors</u>		
CONTACT:	<u>Hafiz Noor/Veldon Reeves</u>		

We are pleased to propose the following:

See attachment A

Sub-Total	\$	269,183.17
Coefficient	\$	22,334.65
Sales Tax Percentage (Current Tax Rate)	\$	-
General Liability Insurance Percentage (Actual Cost per Job Order)	\$	2,915.18
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	\$	2,332.14
Payment Bond (Actual Cost per Job Order)	\$	1,457.59
Performance Bond (Actual Cost per Job Order)	\$	1,457.59
Owner Allowance	\$	10,000.00
TOTAL	\$	309,680.32

CLARIFICATIONS

- 1) Work and Installation during normal business hours.
- 2) Quote good for 30 days
- 3)

EXCLUSIONS

- 1) Permits, architectural, engineering, drawings, as-builts, special inspections, materials testing. ADA compliance
- 2) Premium time unless otherwise indicated. Moving/relocating furniture/equipment unless otherwise indicated.
- 3) Any unforeseen conditions.
- 4) Any items/work not identified in the attached scope of work .
- 5)

Thank you,

SDB, Inc.

Todd Newberry

Prepared by

Lucas Rogers

Reviewed by

Accepted by:

City of Chandler

SDB CONFIDENTIAL

Version 11/26/02

Bid Proposal

12/29/2021



SDB CONTRACTING
SERVICES
40 YEARS

City of Chandler - JOC Estimate

SDB, Inc.
1001 S Edward Drive, Tempe, AZ 85281
Phone 480-967-5810

Job Name: **COC Fire Station #8 Bay Doors**
COC Job #: _____
Location: **711 W Frye Rd, Chandler, AZ**

Date Submitted: **11/23/21**
SDB Est #: **21-14-0006**
SDB Job #: **--**

JOC 1912-401

CSI	Description	Cost
01	Division 1 - General Requirements	\$ 20,215.15
08	Division 8 - Doors & Windows	\$ 235,531.02
23	Division 23 - HVAC	\$ 9,237.00
26	Division 26 - Electrical	\$ 4,200.00

Sub Total	\$ 269,183.17
Coefficient 8%	\$ 22,334.65
Sales Tax MRRA	\$ -
General Liability Insurance Percentage (Actual Cost per Job Order)	\$ 2,915.18
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	\$ 2,332.14
Payment Bond (Actual Cost per Job Order)	\$ 1,457.59
Performance Bond (Actual Cost per Job Order)	\$ 1,457.59
Owner Contingency	\$ 10,000.00
Total	\$ 309,680.32

DIVISION BREAKDOWN

QUAN	CSI	Description	Unit	\$ per Unit	Total
Division 1 - General Requirements					
30.0	01-3105	Project Manager	EA	\$ 98.14	\$ 2,944.20
160.0	01-0120	Superintendent	EA	\$ 87.39	\$ 13,982.40
15.0	01-3125	Project Coordinator/Engineer	EA	\$ 52.57	\$ 788.55
1.0	01-9999	Misc. Materials	Mo	\$ 2,500.00	\$ 2,500.00
1.0	01-2115	Owner Allowance - 10%	EA	\$ 10,000.00	\$ 10,000.00
Total - Division 1 - General Requirements					\$ 30,215.15
Division 8 - Doors & Windows					
1.0	08-3405	Special Function Doors		\$ 235,531.02	\$ 235,531.02
0.0					\$ -
Total - Division 8 - Doors & Windows					\$ 235,531.02
Division 23 - HVAC					
1.0	23-0105	Tempe Mechanical		\$ 9,237.00	\$ 9,237.00
0.0					\$ -
0.0					\$ -
Total - Division 23 - HVAC					\$ 9,237.00
Division 26 - Electrical					
1.0	26-0105	MTJ Electric		\$ 4,200.00	\$ 4,200.00
0.0					\$ -
0.0					\$ -
Total - Division 26 - Electrical					\$ 4,200.00

**City of Chandler - JOC Estimate**

SDB, Inc.
1001 S Edward Drive, Tempe, AZ 85281
Phone 480-967-5810

Job Name: COC Fire Station #8 Bay Doors
COC Job #: _____
Location: 711 W Frye Rd, Chandler, AZ

Date Submitted: 11/23/21
SDB Est #: 21-14-0006
SDB Job #: --
JOC 1912-401

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

Negotiated Prices			
Price of Subcontractor(s)		\$	248,968.02
Price of Subconsultant(s)			
General Conditions		\$	20,215.15
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$	269,183.17
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$	22,334.65
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	291,517.82
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	MRRA	0.00%	\$ -
General Liability Insurance Percentage (Actual Cost per Job Order)		\$	2,915.18
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$	2,332.14
Payment Bond (Actual Cost per Job Order)		\$	1,457.59
Performance Bond (Actual Cost per Job Order)		\$	1,457.59
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	8,162.50
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	299,680.32
City's Allowance		\$	10,000.00
TOTAL JOB ORDER:		\$	309,680.32

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.

Exhibit B-2



1001 S Edward Drive Tempe, AZ 85281

Task No.	Task Description	PM	Super	Journeyman	Apprentice	Safety	PE/PC (Admin)	Total Hrs
		\$ 98.14	\$ 87.39	\$ 54.39	\$ 52.47	\$ 62.50	\$ 52.57	
1	General Requirements	30	160	0	0	0	15	205
2	Existing Conditions	0	0	0	0	0	0	0
3	Concrete	0	0	0	0	0	0	0
4	Steel	0	0	0	0	0	0	0
5	Woods and Plastics	0	0	0	0	0	0	0
6	Thermal & Moisture Protection	0	0	0	0	0	0	0
7	Doors and Windows	0	0	0	0	0	0	0
8	Finishes	0	0	0	0	0	0	0
9	Specialties	0	0	0	0	0	0	0
10	HVAC	0	0	0	0	0	0	0
11	Electrical	0	0	0	0	0	0	0
12		\$ 2,944.20	\$ 13,982.40	\$ -	\$ -	\$ -	\$ 788.55	
		30	160	0	0	0	15	205

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 **FIRE STATION NO. 8 BAY DOORS, BF2201.401** 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 **FIRE STATION NO. 8 BAY DOORS, BF2201.401** 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: **FIRE STATION NO. 8 BAY DOORS**

Project No.: **BF2201.401**

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: **FIRE STATION NO. 8 BAY DOORS**
Project No.: **BF2201.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **BF2201.401** 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