



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS
PHASE 2**

Project No. **WA2401.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2023 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **PCL Construction, Inc.**, a Colorado corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1915.401 ("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 14, 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 for Pecos Surface Water Treatment Plant Filter Improvements Phase 2 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 **PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS PHASE 2**, Project Number **WA2401.401**. The scope of work consists of improvements to the Pecos Surface Water Treatment Plant Filter Phase 2, 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 **\$1,750,173.72** 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 **180** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Russ Slotnick	
	Phone:	480-782-3411
	Email:	Russ.slotnick@chandleraz.gov
JOC CONTRACTOR:	PCL Construction, Inc.	
	1711 W. Greentree Dr., #201 Tempe, AZ 85284	
	JOC Contractor Representative: Adam Gordon	
	Phone:	602-717-7231
	Email:	ajgordon@pcl.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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:



Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov,
O=City of Chandler, OU=Capital Projects Division,
CN=Kimberly Moon
Date: 2023.09.18 17:47:30-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

By: 

ATTEST:

City Clerk

SEAL

"JOC CONTRACTOR"

PCL Construction, Inc.



Signature



Date

Print Name **Richard Hewitt**
Vice-President &
District Manager

Title

ATTEST: If Corporation.



Secretary

Shawn W. Britton
Secretary / Treasurer

ADDRESS FOR NOTICE

PCL Construction, Inc.

1711 W. Greentree Dr., #201

Tempe, AZ 85284

EXHIBIT A
SCOPE OF WORK



Exhibit A – Scope of Work

- 1) The following scope is included in Proposal:
 - The project includes the Long Lead Materials Procurement, the removal of anthracite media, and inspection of the underdrain for Filters 5 through 8 at the Pecos Surface Water Treatment.

PCL Construction, Inc. scope of work includes, but not limited to the following.

1. Procurement:
 - a. Procurement and Assembly of Submittal for all Long Lead Item Equipment.
 - b. Review and Submission of Long Lead Item Submittals for Review including:
 - i. Polymer Pump
 - ii. GAC Media
 - iii. Sand Media
 - iv. Valves
2. Demo:
 - a. Removal of the existing anthracite
 - b. Inspection of the existing underdrain

**EXHIBIT B
FEE SCHEDULE**



CONSTRUCTION

**JOC 1915.401 - WA2401.401 PECOS SURFACE WATER TREATMENT PLANT
FILTER IMPROVEMENTS PHASE 2
PROCUREMENT**

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

Negotiated Prices		
Subcontractor(s)		\$ 171,920.00
Subconsultant(s)		\$ -
General Conditions		\$ 44,119.00
Preconstruction Labor (if applicable)		\$ -
Construction Labor (if applicable)		\$ -
Materials and Equipment		\$ 1,146,841.30
SUBTOTAL (NEGOTIATED PRICES):		\$ 1,362,880.30
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$ 109,030.42
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT):		\$ 1,471,910.72
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)*	5.07%	\$ 24,287.00
General Liability Insurance Percentage **		\$ 15,251.00
Builder's Risk Insurance Percentage **		\$ 6,100.00
Payment & Performance Bond**		\$ 7,625.00
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 53,263.00
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT + INSURANCE, BONDS, & TAXES):		\$ 1,525,173.72
City's Allowance		\$ 150,000.00
Contractor's Allowance		\$ 75,000.00
TOTAL JOB ORDER:		\$ 1,750,173.72
		\$ -

Per the Job Order Master Agreement - This Fee Table includes all fees, price, 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 price, or time and materials basis, the prices may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

** Based on total contract amount*

*** Performance and payment bonds, general liability insurance, and builders risk insurance shall be assessed at .5%, 1.00%, .4% of the total Job Order value respectively.*

WA2401.401 - PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS PHASE 2 - PROCUREMENT JO

-A-	-B-			-C-	-D-	-E-	-F-	-G-		-H-
Item No.	Description of Work	Unit	Price	Original Schedule Value	Previous Application	This Period	Stored Materials	Total To Date	%	Balance To Finish
	Preconstruction Services									
1	Anthracite Removal	1	LS	205,000.00	0	0.00	0	0.00	0%	205,000.00
2	GAC Media Procurement	1	LS	1,055,000.00	0	0.00	0	0.00	0%	1,055,000.00
3	Sand Media Procurement	1	LS	110,000.00	0	0.00	0	0.00	0%	110,000.00
4	Valve Procurement	1	LS	80,000.00	0	0.00	0	0.00	0%	80,000.00
5	Pump Procurement	1	LS	25,173.72	0	0.00	0	0.00	0%	25,173.72
6	General Conditions	1	LS	50,000.00	0	0.00	0	0.00	0%	50,000.00
	Allowances									
8	Owner's Allowance	1	LS	150,000.00	0	0.00	0	0.00	0%	150,000.00
9	Materials Escalation	1	LS	75,000.00	0	0.00	0	0.00	0%	75,000.00
	TOTALS			1,750,173.72	0	0	0	0.00	0%	1,750,173.72



Clarifications, Assumptions, and Exclusions

1. CLARIFICATIONS / ASSUMPTIONS

1. Due to current market conditions the project schedule milestones will be determined on actual release dates.
2. No dust control permit required or included in this Procurement Proposal.
3. No chemical piping is included in this proposal. Only Procurement of Valves.
4. No disinfection is included in this proposal.
5. Proposal is based on 84" depth of Anthracite to be removed.
6. Assuming all Filters will be assessable at one time.
7. Assuming we can store removed anthracite onsite and haul off all at the same time in lieu of disposal at time of removal.
8. No Underdrain work is included in this proposal.
9. Replacement of Underdrain Caps is not included
10. Includes procurement for 1 new Metering Pumps
11. Programming is not included.
12. Polymer Pump 3 Month Lead Time, 1 Months for Submittals, and 2 Months for Fabrication.
13. GAC Material has a 2 Month Lead Time. For submittals please add a duration of 2 weeks (10 working days) for engineer's review.
14. PCL has included a \$75,000 Allowance for Material Escalation in the Long Lead Procurement Proposal.
15. Arc Flash, or Load Study is not included
16. Providing or installing of Filters 5,6,7,8 area PLC cabinets is not included
17. Providing or installing of mesh network panel is not included
18. Providing or installing of Dis area PLC is not included
19. Providing or installing of any fiberoptic raceways, fiber optic cabling, Fiber optic terminations, Fiber optic OTDR testing, or Fiber optic patch panels is not included
20. Price Assumes the Release of the GAC Media will be before November 1st, 2023, price per pound from November 2nd – January 1st, 2024 is: \$1.74/lb.

22. All billable labor and equipment rates for self-perform reimbursable, allowance requests, time and material, and owner contingency scope shall be billed per attached rate schedule.

PCL Billable Rates	
Classification	Billable Hourly Rate (\$/HR)
Project Manager	\$133.85
General Superintendent	\$130.02
Project Engineer	\$93.53
Small Tool Assessment Rate	\$1.25/MH
Expendable Assessment Rate	\$0.70/MH
Project Bond Rate	0.5% Total Price
Subcontract/Material Bond Rate	1.325% of Sub/Material Price
General Liability Insurance	1% Total Price
Builders Risk Insurance	0.4% Total Price

Billable hourly equipment rates shall be FHWA operated rates published by Bluebook (Arizona Specific Rates) on equipmentwatch.com.

2. EXCLUSIONS:

1. No Construction Activities Included except for the Anthracite Removal.
2. Permits
3. Utility Company permits, fees or allowances
4. Hazardous material testing and remediation
5. Any Underdrains work, other than Inspection
6. Arch Flash Study or Load Studies
7. Any Electrical Work
8. Any Chemical Piping Work, Exposed or Underground
9. 3rd party testing
10. Programming excluded
11. Excludes extended warranties



Date	September 08, 2023
Time	10:32:23 AM
BE Number	BE220845
Opportunity No	
Owner File No	
Estimator	

General Estimate Summary & Item Analysis Sheet

Project	WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Location	Chandler, AZ, USA
Owner	
Designer	

Bid Closing
Project Start
Completion



BE Number BE220845
Opportunity No
Owner File No
Project WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Location Chandler AZ, USA

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General Estimate Summary

Sheet Name	Description	Quantity UOM	Labor			Equipment			Services/ Tools / Supplies		Material		Subcontract		Total Price	
			Hours	Rate	Total	Hours	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
DIRECT PRICING																
PRO	PROCUREMENT	1 LS	---	---	---	---	---	---	---	---	15,777	---	1,279,356	---	1,295,133	
DIRECT PRICING			---	---	---	---	---	---	---	---	15,777	---	1,279,356	---	1,295,133	
GENERAL EXPENSE PRICING																
FIXED GENERAL EXPENSE			1 LS													
GE 8	F6 BOND	100 %	---	---	---	---	---	236.27	23,627	---	---	---	---	236.27	23,627	
FIXED GENERAL EXPENSE			1 LS	---	---	---	---	---	23,627	---	---	---	---	---	23,627	
VARIABLE GENERAL EXPENSE			1 LS													
GE 17	V7 PROJECT STAFF	100 %	364	119.04	43,332	24	7.88	788	---	---	---	---	---	441.19	44,119	
VARIABLE GENERAL EXPENSE			1 LS	364	---	43,332	24	---	788	---	---	---	---	---	44,119	
GENERAL EXPENSE PRICING			364	---	43,332	24	---	788	---	23,627	---	---	---	---	67,747	
TOTAL COST			364	---	43,332	24	---	788	---	23,627	---	15,777	---	1,279,356	---	1,362,880
Fee			8%												109,030	
Taxes / Bonds / Insurance																
1	Taxes / Bonds / Insurance	1 LS	---	---	---	---	---	---	53,263	---	---	---	---	---	53,263	
Taxes / Bonds / Insurance			---	---	---	---	---	---	53,263	---	---	---	---	---	53,263	
Allowances																
2	Allowances	1 LS	---	---	---	---	---	---	75,000	---	---	---	---	---	75,000	
3	Owner Allowance	1 LS	---	---	---	---	---	---	150,000	---	---	---	---	---	150,000	
Allowances			---	---	---	---	---	---	225,000	---	---	---	---	---	225,000	
TOTAL BID															1,750,174	



BE Number BE220845
Opportunity No
Owner File No
Project WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Location Chandler, AZ, USA

Item Analysis Sheet

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PRO	PROCUREMENT	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Valves / EMO Valves																	
	Valves Purchase	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	56,600	---	56,600
	Sand Media Purchase	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	63,316	---	63,316
	Underdrain Inspection	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	4,800	---	4,800
	1 Trip 4 Days (2 Days Onsite)																	
	GAC Purchase	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	982,720	---	982,720
	CARBON ACTIVATED PROPOSAL																	
	Anthracite Removal	1	LS	---	---	---	---	---	---	---	---	---	---	---	---	171,920	---	171,920
	Portable Toilet for Removal																	
	Portable Toilet Rental	1	MO	---	---	---	---	---	---	---	---	---	600.00	600	---	---	600.00	600
	Dumpster for Removal																	
	Dumpster	1	MO	---	---	---	---	---	---	---	---	---	800.00	800	---	---	800.00	800
	Polymer Pump Purchase	1	EA	---	---	---	---	---	---	---	---	---	9,127.47	9,127	---	---	9,127.47	9,127
	Polymer Pump Startup / Training Services	3	DY	---	---	---	---	---	---	---	---	---	1,750.00	5,250	---	---	1,750.00	5,250
	PROCUREMENT	1.00	LS	---	---	---	---	---	---	---	---	---	---	15,777	---	1,279,356	---	1,295,133



BE Number
Opportunity No
Owner File No
Project
Location

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WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Chandler, AZ, USA

Item Analysis Sheet

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GE 8	F6 BOND	100.00	%
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	BOND	100 %																
	Sub-Contract/Supplier	1,750,174 TB		---	---	---	---	---	---	---	0.013500	23,627	---	---	---	---	0.013500	23,627
	BOND	100.00 %		---	---	---	---	---	---	---	236.27	23,627	---	---	---	---	236.27	23,627
	F6 BOND	100.00 %		---	---	---	---	---	---	---	236.27	23,627	---	---	---	---	236.27	23,627

GE 8	F6 BOND	100.00	
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WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Chandler, AZ, USA

Item Analysis Sheet

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GE 17	V7 PROJECT STAFF	100.00	%
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor		Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit
Management		100 %															
	Contract / PO Development																
	Project Manager	100	HR	1.000	1.000	100	ST ¹ 133.85	13,385	---	---	---	---	---	---	---	133.85	13,385
Management		100.00 %		1.000	1.000	100	133.85	13,385	---	---	---	---	---	---	---	133.85	13,385
Engineering & Survey		100 %															
	Submittals																
	Proj Eng.	120	HR	1.000	1.000	120	EN ¹ 93.53	11,224	---	---	---	---	---	---	---	93.53	11,224
Engineering & Survey		100.00 %		0.833	1.200	120	93.53	11,224	---	---	---	---	---	---	---	112.24	11,224
Supervision		100 %															
	Onsite Supervision for Removal																
	Superintendent	120	HR	1.000	1.000	120	ST ³ 130.02	15,603	---	---	---	---	---	---	---	130.02	15,603
Supervision		100.00 %		0.833	1.200	120	130.02	15,603	---	---	---	---	---	---	---	156.03	15,603
Safety Assessment		100 %															
	Onsite Safety Supervision for Removal																
	Safety Supervisor	24	HR	1.000	1.000	24	ST ³ 130.02	3,121	32.82	788	---	---	---	---	---	162.85	3,908
Safety Assessment		100.00 %		4.167	0.240	24	130.02	3,121	7.88	788	---	---	---	---	---	39.08	3,908
V7 PROJECT STAFF		100.00 %		0.275	3.640	364	119.04	43,332	---	788	---	---	---	---	---	441.19	44,119



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Location Chandler, AZ, USA

Item Analysis Sheet

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1	Taxes / Bonds / Insurance	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor		Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit
US CONTRACT BOND Class B		100	%														
	US Contract Bond	1	LS	---	---	---	---	---	---	---	7,625	---	---	---	---	---	7,625
US CONTRACT BOND Class B		100.00	%	---	---	---	---	---	---	76.25	7,625	---	---	---	---	76.25	7,625
General Liability		100	%														
	Gen Liab-USA 8.50/M	1	LS	---	---	---	---	---	---	---	15,251	---	---	---	---	---	15,251
General Liability		100.00	%	---	---	---	---	---	---	152.51	15,251	---	---	---	---	152.51	15,251
Builders Risk Insurance		100	%														
	Builders Risk	1	LS	---	---	---	---	---	---	---	6,100	---	---	---	---	---	6,100
Builders Risk Insurance		100.00	%	---	---	---	---	---	---	61.00	6,100	---	---	---	---	61.00	6,100
TAXES		100	%														
	Arizona Gross Receipts Tax	1	LS	---	---	---	---	---	---	---	77,321	---	---	---	---	---	77,321
TAXES		100.00	%	---	---	---	---	---	---	773.21	77,321	---	---	---	---	773.21	77,321
Tax Credits		1	LS														
	Tax Credits	1	LS	---	---	---	---	---	---	---	-53,034	---	---	---	---	---	-53,034
Tax Credits		1.00	LS	---	---	---	---	---	---	---	-53,034	---	---	---	---	---	-53,034

001 STANDARD-UNESCO-MASTER.BIT

C:\Users\kroachi\AppData\Local\BEST\LocalFiles\d8d1fb6e-69d4-49a1-a4f7-9a36383e4432\

1	Taxes / Bonds / Insurance	1.00
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BE Number
Opportunity No
Owner File No
Project
Location

BE220845

WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Chandler, AZ, USA

Item Analysis Sheet

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1	Taxes / Bonds / Insurance	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
Taxes / Bonds / Insurance		1.00	LS	---	---	---	---	---	---	---	---	53,263	---	---	---	---	---	53,263

1	Taxes / Bonds / Insurance	1.00
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BE Number
Opportunity No
Owner File No
Project
Location

BE220845

WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Chandler, AZ, USA

Item Analysis Sheet

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2	Allowances	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Materials Escalation	1	LS	---	---	---	---	---	---	---	---	75,000	---	---	---	---	---	75,000
Allowances		1.00	LS	---	---	---	---	---	---	---	---	75,000	---	---	---	---	---	75,000

2	Allowances	1.00
---	------------	------



BE Number
Opportunity No
Owner File No
Project
Location

BE220845

WA2401.401 - Pecos SWTP Filter Improvements - Phase 2 - Procurement
Chandler, AZ, USA

Item Analysis Sheet

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3	Owner Allowance	1.00	LS
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Proprietary and Confidential

No.	Description	Quantity	UOM	Units Per Hours	ManHrs Per Unit	Labor			Equipment		Services/ Tools/Supplies		Perm. Material		SubContract		Total Price	
						Hours	\$ / hr	Total	\$ / hr	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	\$/ItemUnit	Total	Unit	Total
	Owners Allowance	1	LS	---	---	---	---	---	---	---	---	150,000	---	---	---	---	---	150,000
	Owner Allowance	1.00	LS	---	---	---	---	---	---	---	---	150,000	---	---	---	---	---	150,000

3	Owner Allowance	1.00
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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 **PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS PHASE 2, WA2401.401** 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 **PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS PHASE 2, WA2401.401** 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: **PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS PHASE 2**

Project No.: **WA2401.401**

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: **PECOS SURFACE WATER TREATMENT PLANT FILTER IMPROVEMENTS PHASE 2**
Project No.: **WA2401.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WA2401.401** 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

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

List of Major Subcontractors/Suppliers

[illegible]

POLYMER PUMP



Capital Flow Arizona LLC

304 S Price Rd
Tempe, AZ 85281

Estimate

Date	Estimate No.
8/29/2023	1278

Name/Address

PCL Construction
1711 W Greentree Dr, STE 201
TEMPE, AZ 85284
USA

Ship To

PCL Construction
1475 E PECOS RD
CHANDLER, AZ 85286

Payment Method	FOB
Net 30	JOBSITE

Project
PECOS SWTP FILTER MEDIA ...

Qty	U/M	Description	Unit Cost	Total
1		8" 150LB. FLOW CONTROL BALL VALVE	14,150.00	50,000.00
		W/ADWY150UL2Y1Z UP EMC W/REMOTE		
		CONTROL STATION		
		LEAD TIME: 1-5 WEEKS		
1	ea	BLUE WHITE PRIMARY PUMP	9,127.47	9,127.47
3	day	START-UP & TRAINING SERVICES	1,750.00	5,250.00
		LEAD TIME: 2-3 WEEKS		
Total				

Phone #
4803772838

E-mail
eric@capfloww.com



GAC MEDIA

CARBON ACTIVATED CORP. USA

2250 SOUTH CENTRAL AVE,
COMPTON, CA 90220

Quotation

Date	Quotation No.
9/7/2023	8498

Name / Address
PCL CONSTRUCTION INC 1711 W.GREENTREE DRIVE SUITE # 201 TEMPE, AZ 85284

Ship To
CITY OF CHANDLER SWTP 1475 E.PECOS RD CHANDLER, AZ 85286

Attention To	Terms	valid Until	FOB	Ship Via	Rep
KEVIN ROACH		10/30/2023			

Item	Description	Ordered	Rate	Amount
019-AZ	COL-L 60 (8x20)	592,000	1.66	982,720.00
221-AZ	Removal Services for 4 Filters (8 Cells)	1	12,980.00	171,920.00
	Please Note: GAC product quotation is valid for 2 months from the date of this quotation. From November 2nd, 2023 – January 1st, 2024, price per pound is \$1.74 valid until February 1st 2024.			
	Sales Tax		5.60%	0.00
Total				

UNDERDRAIN INSPECTION



Xylem Water Solutions USA, Inc.

108 Tomlinson Dr. Suite 400
Zelienople, PA 16063
tel 724-452-6300
fax 724-453-2122
wayne.steen@xylem.com

September 1, 2023
Proposal # S23310 REV00

Subject: Chandler, AZ
Attn:

To Whom it May Concern,

Xylem Water Solutions USA, Inc. (LEOPOLD) would like to propose a site visit of a Leopold Service representative to inspect the filter underdrains at the Chandler, AZ plant.

The services of a qualified Leopold technical representative will be provided to inspect the filter underdrain of four filters for a period of 2 days (8 hr/day) on site.

PRICING:

The above service visit can be provided for \$4,800 for a total of 4 days including travel.

Please contact Chapelle Barlow to schedule the visit by our factory representative:

CHAPELLE BARLOW
Service Coordinator
Leopold Products, North America
202-604-3779
chapelle.barlow@xylem.com

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA Inc. 108 Tomlinson Dr. Suite 400, Zelienople, PA 16063, USA. Please reference service quote S23310.

Payment terms:

100% net 30 days upon completion of service

In order to process this request, please provide a purchase order referencing Leopold proposal number S23310 and provide the following information:

SAND MEDIA

Red Flint Sand & Gravel, LLC

1 American Blvd.
PO Box 688
Eau Claire, WI 54702
Phone: (715) 855-7600
Fax: (715) 855-7608



DATE: August 30, 2023
TO: Kevin Roach
PCL Construction
FROM: Emily Ayres
SUBJECT: Granular Filter Materials
QUOTE: QTE230830C13-01

Phone: 480-797-7107
Email: kroach@pcl.com

CHANDLER, AZ

Listed below is our quotation for the Red Flint products you requested, quoted with delivery to Chandler, AZ. Our product pricing will remain valid for 30 days; however, Red Flint reserves the right to re-quote the media as conditions change and update the purchase order pricing accordingly, and freight rate at time of shipping will apply. Our terms are net 30 days, with 1.5% interest charged per month on all account balances over 30 days. Red Flint imposes a surcharge of 2% on the transaction of Visa, MasterCard, Discover, and American Express credit cards, which is not greater than our cost of acceptance. We do not surcharge debit cards.

Red Flint granular filter materials have been used in municipal and industrial filtration applications since 1917. Red Flint filtration media is produced to meet exacting size and uniformity specifications and meets or exceeds the AWWA B100-16 Standard (Granular Filter Materials) and is NSF/ANSI Standard 61 (Drinking Water System Components – Health Effects) certified for quality and purity.

ITEM CODE	ITEM DESCRIPTION	QUANTITY
AB37020-151	Filter Sand 0.50-0.60mm, UC<1.4	110 (30 cuft) super sacks
PA11099-151	Industrial Pallets	110 pallets
SV15099-151	Independent Laboratory Testing	1 lot *see Note #2
Material Subtotal:		\$30,016.00
TA12099-151	Estimated Shipping & Handling	7 flatbeds
TA12099-151	Estimated Shipping & Handling	1 partial flatbed
Freight Subtotal:		\$33,300.00
TOTAL USD:		\$63,316.00

Additional Notes:

1. In order to meet your delivery schedule, Red Flint requests that a Purchase Order be issued **16-17 weeks** prior to your estimated shipping date. This lead time **does not** include transit time to your location.
2. The following **pre-shipment** testing is included for submittals:

Test	Sand
Gradations (ES, UC included)	1
Specific Gravity	1
Acid Solubility	1

- a. Please allow 3 - 4 weeks for sampling, testing, and approval.
- b. No post-shipment sampling or testing are included in the price.

- c. Friability is not a common filter sand test and we do not have previous test data available - it has not been included in the pre-shipment test lot.
- d. Red Flint shall approve the laboratory selected for pre-shipment testing. Post-shipment testing is not included in our proposal.

3. Shipping & Handling price is based on current rates and fuel surcharge. Actual rates and surcharge at the time of shipping will apply. Delivery will be made via flatbed truck; a forklift is needed to remove the pallets from the truck. After the first hour of truck unloading, there is an \$85/hour demurrage charge for any further unloading time.

4. We advise all of our customers to account for the volatility of the shipping market in their project contingency plans. We will pass on increases, should they occur on this project, when we invoice. If reductions were to occur, we will also pass on those savings at invoice. Prior to accepting a purchase order, Red Flint will provide updated and current freight rates. The freight rates at time of shipping will apply; rates will be updated after purchase order no less than every 30 days for the duration of the project as freight rates change.

5. Bulk density of sand & gravel is ~100 lb/cubic foot.

6. Quantity based on 8 filter cells 14' x 27' each

- a. An additional 1" of sand included for skimming allowance

7. Red Flint shall not be liable for any delay or failure in delivering any of the products if such delay or failure shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, pandemic, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material within quoted prices, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of Red Flint. In addition, Red Flint shall not be liable for any delays or failure attributable to failure of any materials supplier or freight carrier to perform any of its obligations in a timely manner. In the event of any such delay, Red Flint's obligations related to such products shall be excused for the period of such delay and the time for the performance shall be extended by a period equivalent to such delay.

Please advise if we can be of further assistance by calling Red Flint at (715) 855-7600 or you can email me at emily.ayres@redflint.com. Purchase orders can be sent to sales@redflint.com. Thank you for considering Red Flint Sand and Gravel.

POLYMER VALVES



Capital Flow Arizona LLC

304 S Price Rd
Tempe, AZ 85281

Estimate

Date	Estimate No.
8/29/2023	1278

Name/Address

PCL Construction
1711 W Greentree Dr, STE 201
TEMPE, AZ 85284
USA

Ship To

PCL Construction
1475 E PECOS RD
CHANDLER, AZ 85286

Payment Method	FOB
Net 30	JOBSITE

Project
PECOS SWTP FILTER MEDIA ...

Qty	U/M	Description	Unit Cost	Total
4		01" 150lb. FLG'd SS V-PORT BALL VALVE w/ADCWX150UL2Y1Z-UP EMO w/REMOTE CONTROL STATION	14,150.00	56,600.00
		LEAD TIME: 4-5 WEEKS		
			Total	\$56,600.00

Phone #
4803772838

E-mail
eric@capfloww.com

ANTHRACITE REMOVAL

CARBON ACTIVATED CORP. USA

2250 SOUTH CENTRAL AVE,
COMPTON,CA 90220

Quotation

Date	Quotation No.
8/30/2023	8498

Name / Address
PCL CONSTRUCTION INC 1711 W.GREENTREE DRIVE SUITE # 201 TEMPE, AZ 85284

Ship To
CITY OF CHANDLER SWTP 1475 E.PECOS RD CHANDLER, AZ 85286

Attention To	Terms	valid Until	FOB	Ship Via	Rep
KEVIN ROACH		10/30/2023			

Item	Description	Ordered	Rate	Amount
019-AE	COL-168 (8x20)	592,000	1.75	1,036,000.00
321-AZ	Removal Services for 4 Filters (8 Cells)	4	42,980.00	171,920.00
	Sales Tax		5.60%	0.00
Total				