



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

TAXIWAY C LIGHTING & CABLE REPLACEMENT

**Project No. AI2403.401
Council Date: May 23, 2024**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 202____ ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DNG Construction, LLC**, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2403.401 ("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 February 16, 2024, 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 construction services as more fully described in Article 1 and **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 **TAXIWAY C LIGHTING & CABLE REPLACEMENT**, Project Number **AI2403.401**. The scope of work consists of replacement of the malfunctioning cable and lighting servicing taxiway C, 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 Agreement provisions, unless issued in writing, as a Agreement 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 **\$495,479** 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. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **60** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	raymond.potts@chandleraz.gov
JOC CONTRACTOR:	DNG Construction, LLC	
	3933 E. La Salle Street, Phoenix, AZ 85040	
	JOC Contractor Representative: Dominic DeMark	
	Phone:	480-361-9137
	Email:	ddemark@dngllc.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

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

**"JOC CONTRACTOR"
DNG CONSTRUCTION, LLC**



Signature Date

4/15/24

Dominic DeMark
Print Name

President
Title

ddemark@dnllc.com
Signer Email Address

EXHIBIT A SCOPE OF WORK

EXHIBIT "A"

**JOB ORDER COST PROPOSAL
COVER SHEET
AI2403: TWY C Lighting Improvements**

04/04/24

Raymond Potts
Construction/Design Project Manager
City of Chandler/Public Works & Utilities

Dear Raymond,

DNG Construction, LLC submits our proposal for the TWY C Lighting Improvements.

Our proposal includes removing and salvage of taxiway lights and return to the owner. We will furnish and install new taxiway edge lights along with new rack arms and cabling. (14) new breakers will be provided during the construction phase.

Our proposal includes general conditions, overhead & fee, sales tax and insurances and all related constructions costs. Our total proposal amount is **\$495,475** which includes \$45,000 in owners allowance and our project fee is **\$7,432**. We anticipate the project to last about **4 weeks**.

Please let us know if you have any concerns or comments relating to our proposal and look forward to commencing work.

Sincerley,



Dominic DeMark
President

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL SUMMARY SHEET AI2403: TWY C Lighting Improvements

Negotiated Prices		
Price of Subcontractor(s)	\$	367,708
Price of Subconsultant(s)	\$	-
General Conditions	\$	11,375
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$ 379,083
Overhead and Profit (Coefficient per Job Order Master Agreement)	9%	\$ 34,118
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 413,201
Insurance, Bonds, & Taxes		
Sales Tax, Material Only (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$ 21,737
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ 5,631
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ 2,477
Payment Bond (Actual Cost per Job Order)		\$ 3,716
Performance Bond (Actual Cost per Job Order)		\$ 3,716
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 37,278
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 450,479
City's Allowance		\$ 45,000
TOTAL JOB ORDER:		\$ 495,479

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.

GENERAL REQUIREMENTS ESTIMATE

PROJECT:
DATE 3/6/2024

PREP. BY: DD
CHK'D BY:

PROJECT SCHEDULE
MONTHS
WEEKS

LABOR		QTY.	UNITS	UNIT COST	TOTAL COST
PROJECT MANAGER	Precon/Site visits/Estimating	32	HRLY \$	102.50	\$ 3,280.00
PROJECT SUPERINTENDENT	Field/site work	80	HRLY \$	95.25	\$ 7,620.00
PROJECT ENGINEER		0	HRLY \$	76.50	\$ -
ESTIMATOR		0	HRLY \$	98.75	\$ -
LABORER		0	HRLY \$	42.25	\$ -
DIRECT COSTS					
BUILDING PERMIT		0	LS \$	-	\$ -
BLUEPRINTS, COPIES AND REPRODUCTION		0	SETS \$	-	\$ -
MATERIAL AND SOILS TESTING		0	LS \$	-	\$ -
PROJECT STORAGE TRAILER		0	MONTHS \$	-	\$ -
FIELD OFFICE SET-UP / REMOVAL		0	EA \$	-	\$ -
TEMPORARY TOILETS / SANITARY FACILITIES		1	MONTHS \$	475.00	\$ 475.00
TEMPORARY POWER		0	MONTHS \$	-	\$ -
PROJECT SECURITY / WATCHMAN		0	WKS \$	-	\$ -
TEMPORARY FENCING		0	LF \$	-	\$ -
PRIVATE LOCATOR- CAMERA DRAIN		0	EA \$	1,500.00	\$ -
DUST CONTROL / PALLIATION		0	MONTHS \$	-	\$ -
SWPPP BMP'S		0	LF \$	-	\$ -
TEMPORARY HEAT		0	MONTHS \$	-	\$ -
PROJECT SIGNAGE AND BARRICADES		0	LS \$	-	\$ -
FIRE PROTECTION AND SAFETY SUPPLIES		0	MONTHS \$	-	\$ -
PROGRESSIVE CLEAN UP		0	MHRS \$	-	\$ -
TEMP PROTECTION MATERIALS AND SUPPLIES		0	LS \$	425.00	\$ -
FINAL CLEANING		0	LS \$	1,500.00	\$ -
TRASH DISPOSAL		0	TRIPS \$	475.00	\$ -
CLOSE OUTS, AS-BUILTS		0	EA \$	-	\$ -
MISC. SMALL TOOLS AND SUPPLIES		0	LS \$	-	\$ -
EQUIPMENT / TOOL RENTAL		0	LS \$	-	\$ -
EQUIPMENT FUEL		0	MONTHS \$	-	\$ -
TOTAL GENERAL REQUIREMENTS					\$ 11,375.00

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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **TAXIWAY C LIGHTING & CABLE REPLACEMENT, AI2403.401** which Agreement 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 Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement 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 Agreement.

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

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 Agreement 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 Agreement with the Obligee, dated the _____ day of _____, 20__ for construction of **TAXIWAY C LIGHTING & CABLE REPLACEMENT, AI2403.401** which Amendment 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 Agreement, 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 Agreement.

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: **TAXIWAY C LIGHTING & CABLE REPLACEMENT**

Project No.: **AI2403.401**

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 Agreement, 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: **TAXIWAY C LIGHTING & CABLE REPLACEMENT**

Project No.: **AI2403.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **AI2403.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT 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.



**RURAL
ELECTRIC**

BUILDING POWERFUL CONNECTIONS

9502 East Main Street
Mesa, AZ 85207

Licensed Contractor
ISO 9001:2015 Registered

Office (480) 986-1488
Fax (480) 984-0319

To:	City of Chandler	Contact:	Raymond Potts
Address:	2380 South Stinson Way Chandler, AZ 85249	Phone:	(480) 782-3544
		Fax:	(480) 782-3541
Project Name:	101 Chandler Airport TW C Lighting Imp.	Bid Number:	
Project Location:		Bid Date:	2/7/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	Taxiway C Lighting Improvements	1.00	LS	\$367,708.40	\$367,708.40
Total Price for above Items:					<u>\$367,708.40</u>

Total Bid Price: \$367,708.40

Notes:

- AZ LICENSE #075367 & 074573
- **Scope of Work Includes:**
 - Provide and maintain low profile barricades and sign covers as noted on phasing plans.
 - Furnish and install (1) Project Sign per City Of Chandler requirements.

~ Phase 1 Duration per plan is 14 days

- Remove and salvage existing taxi way edge lights and return to owner. Base cans to remain.
- Remove existing conductor back to adjacent fixture or handhole.
- Furnish and install new L-861T taxiway edge lights on existing base can along Taxiway C.
- Furnish and install 1/C #8-5kV in existing conduit.
- Furnish and install 2/C #8-5kV in existing conduit.
- Install new rack arms in existing handholes. Clean out bottom of handholes.
- Remove and replace existing isolation transformers from existing sign base.
- Furnish and install new L-861T edge lights on existing base can along Helipad.

~ Phase 2 Duration per plan is 7 days

- Remove existing conductor back to airfield lighting vault as noted. Conduit to remain.
- Install new rack arms in existing handholes. Clean out bottom of handholes.
- Furnish and install 2/C #8-5kV cable in existing conduit.

Spec Sections:

- CHD TW C Lighting Improvements - Final Specifications

Plan Sheets:

- CHD TW C Lighting Improvements - Final Plans (11x17)

Excludes:

- Taxes, permits, fees or allowances
- Utility company permits, fees or allowances
- Any/all excavation and backfill
- The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others
- Sawcutting, removal or patching of asphalt or concrete
- Finished grading
- Engineering, design, surveying, and staking for line and / or grade are excluded. Elevations must be provided where required
- Spoils from trench or excavation work will be placed trench side to be removed or spread by others. All concrete and asphalt removal and disposal by others
- Dumpsters or Haul-off
- Bonding is NOT included in these bid amounts. If a bond is requested, it will be billed outside the contract value and will become due and payable immediately upon presentation of bond. Our bond rate for this project is 1.45%.

- For Demolition and Salvage our work will be limited to the disconnection and removal of all salvageable electrical materials only (i.e., light fixtures, signs, transformers, wire, etc.). The removal of all the underground structures (i.e., conduits, duct banks, concrete boxes, concrete bases, and foundations) is by others.
- All Division 1 requirements are to be furnished by the Prime Contractor or others. This includes but is not limited to preparation of construction schedules, contractor quality control program, QA and QC testing, temporary construction trailers or facilities, construction lighting and power, maintenance of site access, site dust control, temporary site environmental protection, permits and/ or fees, and builders-risk or all risk insurance policies.
- Where the electrical drawings and electrical specifications conflict with other contract documents, our pricing is based on the electrical drawings.
- Rural Electric is not responsible for unmarked landscaping facilities.
- Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment. These prices are subject to adjustment for changes in the base price of commodity items such as: Copper, Steel, Lead, Aluminum, or Resins), which may occur between the date of quotation and the date(s) shipments are made.
- Our Quote is valid for 30 days
- Rural shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, epidemics, extreme weather events, fire, delays by others, or any acts, conduct, or omission from unrelated third-parties outside of our direct control
- Liquidated damages (if applicable) shall be limited to the proportion of our subcontract to the General Contract.
- Retention shall be reduced by 50% upon substantial completion and released once beneficial occupancy or final acceptance has been received.
- If a subcontract payment bond is requested of Rural, then providing monthly lien releases shall not be a condition precedent for payment and all payment will be made to Rural as single party checks.

Payment Terms:

Net payment is expected within 30 days.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rural Electric, Inc.

Authorized Signature: _____

Estimator: Daniel Ross

danielr@ruralelectric.com

EXHIBIT H

BUILDERS RISK INSURANCE