



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Solid Waste Complex Recycle Collection Area Relocation

**Project No. SW2102.401
Council Date: November 7, 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 **SDB, INC**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. **JOC2402.401** ("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 5, 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 **Solid Waste Complex Recycle Collection Area Relocation**, Project Number **SW2102.401**. The scope of work consists of **construction of new concrete pavement, asphalt pavement, curbs, drainage and retention improvements, drywells installation, block retaining wall, water and power connections, and underground utilities improvements**, 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 **\$1,928,681.32** 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. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **180** 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: Adam Kleiser	
	Phone:	480-782-3325
	Email:	Adam.Kleiser@chandleraz.gov
JOC CONTRACTOR:	SDB, INC.	
	1001 S Edward Drive, Tempe, AZ 85281	
	JOC Contractor Representative: Salvador Encinas	
	Phone:	480-967-5810
	Email:	Sal.encinas@sdb.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

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

PHB

ATTEST:

City Clerk

Seal

**"JOC CONTRACTOR"
SDB, INC**

[Signature]
Signature

10/15/24

Date

SALVADOR ENCINAS

Print Name

SR JOC PM.

Title

SAL.ENCINAS@SDB.COM

Signer Email Address

EXHIBIT A
SCOPE OF WORK

October 9, 2024

Adam Kleiser
Construction Project Manager
City of Chandler | Public Works & Utilities Department

EXHIBIT A - SW2201.401 RECYCLE COLLECTION AREA RELOCATION

Dear Mr. Kleiser and Members of the City Council,

I am writing to provide an overview of the key elements and scope of work for the Solid Waste Complex Recycle Collection Area Relocation.

Project Overview

The scope of the project involves the relocation of the recycle collection area within the Solid Waste Complex. This relocation is critical to enhance operational efficiency and accommodate future growth. The work includes a combination of site preparation, grading, utility adjustments, paving, and installation of necessary infrastructure.

Key Elements of the Scope of Work

1. Site Preparation and Grading

- » Grading work is required to ensure proper drainage within the retention basins, which are sized for 100-year, 2-hour storm events. These basins are strategically located to the north and southeast of the project site.
- » Drywells and erosion control measures such as riprap will be installed to maintain site integrity and manage stormwater runoff.

2. Utility Adjustments

- » Existing utility lines, including water, sanitary sewer, and storm drains, will be uncovered and inspected. Any necessary repairs or modifications will be made to ensure the systems function as designed.
- » New underground utilities, including water service, electrical conduit, and fiber optic conduit, will be installed per city standards.

3. Paving and Infrastructure

- » The project includes the installation of asphalt concrete and Portland cement concrete pavement, along with curb and gutter structures.
- » Vertical and roll curbs, ribbon curbs, and drainage systems such as spillways will be constructed to manage site flow and maintain accessibility.

4. Fencing and Site Improvements

- » Chain-link fencing will be installed as per ADOT standards. Landscaping restoration will include granite covering, installation of irrigation systems, and replanting trees where applicable.
- » Compliance with pre-emergent herbicide treatments and post-construction landscape maintenance is required for a period of 90 days following conditional acceptance.

5. Compliance and Inspection

- » The contractor must adhere to all City of Chandler and Maricopa Association of Governments (MAG) specifications. Inspections will be performed by the city at critical stages, including utility tie-ins and grading completion.
- » Final acceptance will be granted upon submission of certified "As-Built" plans, photo documentation, and after all site improvements and inspections are successfully completed.
- » The agreement completion time is 180 calendar days following Notice to Proceed.

Conclusion

The Solid Waste Complex Recycle Collection Area Relocation project aims to modernize the facility's infrastructure while ensuring full compliance with environmental and city standards. Upon completion, the project will support the growing waste management needs of Chandler and contribute to the city's sustainability goals.

We are committed to delivering quality results and are excited to begin this collaboration. Please review at your earliest convenience. I would be happy to discuss any questions or modifications you might have.

Sincerely,



Eric Hoffmann
Director of Preconstruction
(480) 299-7714 | eric.hoffmann@sdb.com

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"**JOB ORDER COST PROPOSAL
SUMMARY SHEET****SW2202.401 - COC Recycle Collection Area Relocation**

Negotiated Prices		
Price of Subcontractor(s)	\$	1,393,173.39
Price of Subconsultant(s)	\$	-
General Conditions	\$	141,953.75
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$ 1,535,127.14
Overhead and Profit (Coefficient per Job Order Master Agreement)	6.00%	\$ 92,107.63
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 1,627,234.77
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate) ENTER TAX % HERE: 5.07%	\$	93,059.95
General Liability Insurance Percentage (Actual Cost per Job Order) 1.50%	\$	28,500.49
Builder's Risk Insurance Percentage (Actual Cost per Job Order) 0.75%	\$	14,356.40
Payment Bond (Actual Cost per Job Order) 1%	\$	12,017.00
Performance Bond (Actual Cost per Job Order) <i>Included Above</i>	\$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 147,933.84
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 1,775,168.60
City's Allowance (Typically 10%)	\$	153,512.71
TOTAL JOB ORDER:		\$ 1,928,681.32

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.



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

PROPOSAL

CUSTOMER:	City of Chandler	BID DATE:	9/18/2024
ADDRESS:	955 E Queen Creek Rd	PROPOSAL NO.:	24-14-0005
CITY, STATE & ZIP:	Chandler, AZ, 85225	PROPOSAL TYPE.:	Lump Sum
JOB DESC.:	COC Recycle Collection Area Relocation REV 2	ARCHITECT/ ENGINEER:	Ritoch-Powell & Associates
CONTACT:	Hafiz Noor	PLANS DATED:	9/8/2022

We are pleased to offer the following Proposal for proposed construction of **COC Recycle Collection Area Relocation REV 2**
Based off the Contract Documents and Drawings by **Ritoch-Powell & Associates**

DIV 1 -GENERAL REQUIREMENTS & ALLOWANCES

General Conditions	\$	88,692.80
General Requirements	\$	53,260.95
Subcontractor Bond - For M&J and Torrent Resources	\$	19,104.49
Storm Water Pollution Prevention Plan - Desert Services	\$	16,371.00
Dust Control - Desert Services	\$	21,335.00
Quality Control & Testing - Western Technologies	\$	12,200.00
Survey & Staking - S3 Arizona	\$	15,500.00

DIV 3 -CONCRETE

Site Concrete - M&J Construction	\$	723,504.89
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DIV 20 - 23 MECHANICAL

Plumbing - SDB Civil Plug	\$	34,133.01
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DIV 26 - 28 ELECTRICAL & SPECIAL SYSTEMS

Electrical - M7 Contracting	\$	49,820.00
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DIV 31 - EARTHWORK

Clear & Grub / Site Demolition & Removals - M&J Construction	\$	14,800.00
Grading - M&J Construction	\$	124,500.00

DIV 32 - EXTERIOR IMPROVEMENTS

Asphalt Paving & Base - M&J Construction & Falcon Contracting	\$	243,680.00
Landscape & Irrigation Allowance	\$	19,375.00
Fence - Western Fence	\$	13,050.00
Drywells - Torrent Resources	\$	85,800.00

	SUB TOTAL	\$	1,535,127.14
Overhead & Profit	6.00%	\$	92,107.63
TAX	5.07%	\$	93,059.95
General Liability Insurance Percentage	1.50%	\$	28,500.49
Builder's Risk Insurance Percentage	0.75%	\$	14,356.40
Payment Bond	1.00%	\$	12,017.00
Performance Bond	Included Above	\$	-
OWNER CONTINGENCY	10.00%	\$	153,512.71
	TOTAL	\$	1,928,681.32

ASSUMPTIONS & CLARIFICATIONS

- The intent of this breakout is strictly for accounting purposes and not intended to be stand-alone scopes.
- This proposal is based on doing work during normal working hours.
- Each drywell chamber is estimated to require 8 hours of drilling time. Should the soil prove to be particularly hard or unstable and exceeds the estimated 8 hours, additional costs will be incurred.
- This price shall remain valid for 30 days from bid date above.

EXCLUSIONS

- Site security or watchman, by Owner.
- Overtime or after-hours work is only included for MEP tie-ins and shutdowns.
- Premium time unless otherwise noted.
- Off-Site construction is not required for this job.
- Exclude any and all work not described.
- Onsite soils are considered suitable for reuse onsite.
- Multiple Mobilations.
- Excavation / Drilling through unexpected rock-like soil conditions or correction for unstable soils will incur additional costs.
- Excluding concrete collars for drywell chambers.
- Any and all unforeseen conditions.

AGREEMENT TERMS AND CONDITIONS:

Acceptance of this Proposal (Work Agreement) authorizes SDB, Inc to furnish labor, material, equipment and other resources required to complete the work described herein and as required by the Owner for which the Owner agrees to pay the amount shown above. All pricing is priced at day of estimate any increase in material, equipment, and labor above 5% will be added to the contract at time of purchase via additive change order.

Thank you,

SDB, Inc

Jared Foerster & Jared McCostlin

Prepared by

Eric Hoffmann

Reviewed by

Accepted by:

City of Chandler

COC Recycle Collection Area Relocation REV 2

CC	DESCRIPTION	Each	Mths	Wks	Hours	Labor Rate	Labor \$	Rate	Material \$	Sub \$	Equip \$	Total
	CONSTRUCTION PROJECT MANGEMENT											
01-3105	Project Manager	0.3	3.0	13	156	\$119.24	\$ 18,601					\$18,601.44
01-3120	Superintendent	1	3.0	13	520	\$104.10	\$ 54,132	\$ -	\$ -			\$54,132.00
01-3125	Project Engineering	0.2	3.0	13	104	\$78.00	\$ 8,112					\$8,112.00
01-3125	Project Administration	0.2	3.0	13	104	\$75.46	\$ 7,847					\$7,847.36
	CONSTRUCTION PROJECT MANAGEMENT SUBTOTAL				884		\$ 88,693		\$ -			\$88,692.80
	BONDS, INSURANCE & PERMITS											
	Grading / Excavation Permit	1						\$500.00	\$ 500			\$500.00
	Dust Control Permit	In tab 1-2	Acres					\$2.00				
	NPDS Stormwater Discharge Permit	In tab 1-2	3.0					\$250.00	SWPPP			SWPPP
	NPDS Groundwater Discharge Permit	In tab 1-2	3.0					\$250.00	SWPPP			SWPPP
	Block Wall Permit	1										\$1,200.00
	Construction Water Permit	1						\$750.00	\$ 750			\$750.00
01-0200	SITE FACILITIES											
01-0200	Job Photos	1	3.0					\$200.00	\$ 600			\$600.00
01-0200	Plan Reproduction	1	3.0					\$150.00	\$ 450			\$450.00
01-0200	Sanitary - Monthly Bill	1	3.0					\$400.00			\$ 1,200	\$1,200.00
01-0200	Janitorial - Portable toilets & Cleaning Fees	1	3.0					\$100.00	\$ 300			\$300.00
01-0200	Project Signage	2			8	\$68.97	\$ 552	\$400.00	\$ 800			\$1,351.76
01-0200	Site Fencing	600	LF					\$5.00		\$ 3,000		\$3,000.00
01-0200	Con-Ex's	2	3.0					\$400.00			\$ 2,400	\$2,400.00
01-0200	Dumpsters	2.5	3.0					\$475.00			\$ 3,563	\$3,562.50
01-0200	Project Housekeeping - Daily Jobsite Cleanup	1	3.0		96	\$68.97	\$ 6,603					\$6,602.98
01-0200	Construction Water	2.5	3.0		15	\$68.97	\$ 2,579		\$ 2,244			\$4,823.12
01-0200	Maintain Access & Roads	2	3.0	13	77	\$68.97	\$ 7,985			\$ -	\$ 10,999	\$18,984.76
	SITE FACILITIES SUBTOTAL						\$ 17,720		\$ 4,094	\$ 3,300	\$ 18,162	\$43,275.12
01-0600	SAFETY											
01-0600	Radar (locator Service)	10						\$300.00		\$ 3,000		\$3,000.00
	SAFETY SUBTOTAL						\$ -		\$ -	\$ 3,000	\$ -	\$3,000.00
01-0625	SMALL TOOLS & CONSUMABLES											
01-0625	Small Tools	1103.863615						\$ 1.50	\$ 1,655.83			\$1,655.83
	SMALL TOOLS SUBTOTAL						\$ -		\$ 1,656	\$ -	\$ -	\$1,655.83
01-1500	START-UP, TEST, FINAL											
01-1500	Final Clean-Up STREET SWEEPER DESERT SERVICES	59000	SF		24	\$120.00				\$ 2,880		\$2,880.00
		0			0							\$0.00
	START-UP, TEST, FINAL SUBTOTAL						\$ -		\$ -	\$ 2,880	\$ -	\$2,880.00
	TOTALS				220		\$ 17,720		\$ 7,000	\$ 9,180	\$ 18,162	\$141,953.75
												CHECK \$141,953.75