



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

VETERANS MEMORIAL PHASE 3 RECOGNITION PANELS

Project No. PR2504.402

Council Date: July 17, 2025

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2025 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and Hunter Contracting Co., an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2419.401 ("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 13, 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 Veterans Memorial Phase 3 Recognition Panels, Project Number PR2504.402. The scope of work consists of custom manufacturing and installing of new Veteran name panels and associated cabinets in between the existing donor columns at Veterans Oasis Park Memorial, 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 \$266,880.08 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:	Hunter Contracting Co.	
	701 North Cooper Road	
	JOC Contractor Representative: Michael Gonzales	
	Phone:	602-541-0671
	Email:	michaelg@huntercontracting.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

"JOC CONTRACTOR"
HUNTER CONTRACTING CO.

Mayor

Chuck English June 23, 2025
Signature Date

RECOMMENDED BY:

Chuck English
Print Name

Daniel Haskins June 23, 2025
Daniel Haskins, P.E.
CIP City Engineer

President
Title

APPROVED AS TO FORM:

chucke@huntercontracting.com
Signer Email Address

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT A SCOPE OF WORK



701 N. Cooper Rd, Gilbert, AZ 85233
 6930 N. Camino Martin, Tucson, AZ 85741
 3580 W. Ina Rd, Ste170, Tucson, AZ 85741
 www.huntercontracting.com

EXHIBIT "A"

JOB ORDER COST PROPOSAL

Field of Honor Ph3 - Name Recognition Plaques

SCOPE OF WORK

Project Manager:		
Agreement Title:	JOC – Field of Honor Ph3 - Name Recognition Plaques	
Agreement No.:	PR2504.402	
Contractor:	Hunter Contracting Co.	
Address:	701 N. Cooper Road	City/State/Zip: Gilbert/AZ/85233
JOC Rep. Name:	Michael Gonzales	
Email:	michaelg@huntercontracting.com	Phone: 602.541.0671
Documents:	Plans - Field of Honor - Veteran's Memorial Phase 3 / by Kimley Horn / 4-17-2025	
	Specs - None	
	Geotech - None	
Description of Services:	This project includes the procurement, manufacture, and installation of blank panels and associated frames. Individual name plaque allowance is included in the contingency.	
Special Terms/Notes:	*A portion of the site will be closed for approximately 1-month during installation. * This price represents installation of 10 panels in 2 sections * Included in the schedule of values is an allowance for the purchase and installation of 420 name plaques to fill all 10 panels - pricing may adjust based on how many are ordered. This price is per individual plate painted and shipped separately. There would be a discounted rate if they are order in more than 1 per order. * The work associated with this proposal is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to Hunter Contracting and chargeable against the Contract Price which includes all fees, costs, insurance, bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. This not to exceed price is shown on Exhibit B.	
Excluded Items:	* Permit costs * Quality Control testing * Survey	

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL

Field of Honor Ph3 - Name Recognition Plaques

SUMMARY SHEET

Not to Exceed

Negotiated Prices		JOC - Field of Honor Ph3 - Name Recognition Plaques	
Price of Subcontractor(s)		\$	175,841.74
Price of Subconsultant(s)		\$	-
General Conditions		\$	27,137.20
Preconstruction Labor (if applicable)		\$	-
Construction Labor (if applicable)		\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$	202,978.94
Overhead and Profit (Coefficient per Job Order Master Agreement)		10.50%	\$ 21,312.79
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$	224,291.73
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$	11,371.59
General Liability Insurance Percentage (Actual Cost per Job Order)		\$	2,668.80
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$	132.91
Payment Bond (Actual Cost per Job Order)		\$	1,727.05
Performance Bond (Actual Cost per Job Order)		\$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$	15,900.34
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$	240,192.07
Owner Contingency		\$	26,688.01
TOTAL JOB ORDER:		\$	266,880.08

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.

4.1.7 The coefficients shown in the table below will be used to determine the total amount payable to JOC Contractor for each specific Job Order. Overhead and profit will include all other expenses or costs not included in the actual cost of the project as determined in Articles 4.1.3.

	Actual Cost of the Project (Delivery Order) Value					
	\$1 to \$49,999	\$50,000 to \$99,999	\$100,000 to \$199,999	\$200,000 to \$499,999	\$500,000 to \$999,999	\$1,000,000 +
Coefficient	13.00%	11.50%	10.50%	10.50%	9.50%	8.00%

EXHIBIT "B.2"

JOB ORDER COST PROPOSAL
Field of Honor Ph3 - Name Recognition Plaques
SCHEDULE OF VALUES

Date: 6/12/25

Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
	Project Cost				
1	Base Bid: Cabinets (2ea) & Panels (10 ea)	1	LS	\$ 121,779.00	\$ 121,779.00
	Early Procurement Contract Deduct as each will be seperate contract	(1)	LS	\$ 68,434.46	\$ (68,434.46)
2	Veteran Name Plaques	420	AL	\$ 291.66	\$ 122,497.20
	SUBTOTAL - COST			\$	175,841.74
2	General Requirements and Supervision	2	MO	\$ 18,091.47	\$ 27,137.20
2.1	Temp Facilities (Fence, J-john, Clean Up, etc)	1	LS	\$6,733.00	\$6,733.00
5.2	Project Engineer	60	HR	\$77.23	\$4,633.80
5.3	Project Superintendent	120	HR	\$105.92	\$12,710.40
5.4	Truck, Pick Up	180	HR	\$17.00	\$3,060.00
	SUBTOTAL - GENERAL CONDITIONS			\$	27,137.20
GRAND TOTAL - COST					\$ 202,978.94

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 **Veterans Memorial Phase 3 Recognition Panels, PR2504.402** 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__.

AGENT OF RECORD

PRINCIPAL SEAL

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 **Veterans Memorial Phase 3 Recognition Panels, PR2504.402** 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: **VETERANS MEMORIAL PHASE 3 RECOGNITION PANELS**

Project No.: **PR2504.402**

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: **VETERANS MEMORIAL PHASE 3 RECOGNITION PANELS**
Project No.: **PR2504.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. PR2504.402 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.

N/A

EXHIBIT H

BUILDERS RISK INSURANCE