



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

**OCOTILLO BRINE REDUCTION FACILITY
WEAK ACID CONTAINMENT EXCHANGE TANK
Project No. WW2001.408**

Council Date: June 25, 2026

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2026, ("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. JOC2410.401 ("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 27, 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 **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 **Ocotillo Brine Reduction Facility Weak Acid Containment Exchange Tank**, Project Number **WW2001.408**. The scope of work consists of removal of Weak Acid Containment (WAC) Ion Exchange Tank 3 and procurement and installation of a new WAC Ion Exchange Tank 3 to replace existing tank, 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 **\$674,951.98** 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 **540** 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:	PCL Construction, Inc.	
	1711 W. Greentree Drive, Suite 201, Tempe, AZ 85284	
	JOC Contractor Representative: Seth Richards	
	Phone:	602-509-2884
	Email:	sethrichards@pcl.com

ARTICLE 5. BACKGROUND SCREENING

JOC Contractor and Subcontractor Worker Background Screening. JOC Contractor agrees that all contract workers and Subcontractors (collectively "Contract Worker(s)") that JOC Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at JOC Contractor's sole cost and expense. As part of the Background Screening, JOC Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by JOC Contractor must comply with all applicable laws, rules, and regulations. JOC Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect JOC Contractor from any liabilities that may arise out of JOC Contractor's services under this Agreement or JOC Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, JOC Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, JOC Contractor agrees that all Contract Workers, including the JOC Contractor, if the JOC Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. JOC Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, JOC Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain

criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

JOC Contractor Certification. By executing this Agreement, JOC Contractor certifies that JOC Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. JOC Contractor further certifies that any Background Screening information to be furnished to City related to JOC Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of JOC Contractor's Contracts and Subcontracts. JOC Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by JOC Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, JOC Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by JOC Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. JOC Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. JOC Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. JOC Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit JOC Contractor's compliance with this Section under the terms of this Agreement.

ARTICLE 6. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, JOC Contractor certifies and agrees JOC 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

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY" CITY OF CHANDLER

**"JOC CONTRACTOR"
PCL CONSTRUCTION, INC.**

MAYOR

Ankur Talwar June 8, 2026
Signature Date

RECOMMENDED BY:

Ankur Talwar
Print Name

Daniel Haskins June 8, 2026
Daniel Haskins, P.E.
CIP City Engineer

District Manager
Title

APPROVED AS TO FORM:

Artalwar@pcl.com
Signer Email Address

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT A
SCOPE OF WORK

**Exhibit A – Scope of Work**

- 1) The following scope is included in Proposal:
 - The project includes the removal of WAC Ion Exchange Tank 3 as well as procurement and installation of a new WAC Ion Exchange Tank (WAC Tank) to match existing.

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

1. Preconstruction:
 - a. Conduct pre-job site inspections and review existing tank location, connections, and structural support.
 - b. Submit safety plan, site-specific work plan, and removal/installation sequence for approval.
 - c. Coordinate with facility staff to schedule outages, lockout/tagout, and chemical system shutdown.
 - d. Provide submittals for the new tank, including shop drawings, anchorage details, coatings, and certifications.
2. Demolition:
 - a. Neutralize and properly dispose of residual chemicals in compliance with environmental and regulatory requirements.
 - b. Provide temporary support for existing mechanical and electrical currently connected to tank or structure.
 - c. Disconnect piping, valves, sensors, electrical, and instrumentation associated with the existing tank.
 - d. Remove existing WAC Tank with crane, tank to remain on site for disposal by City of Chandler.
3. Concrete:
 - a. Prepare foundation or pad as required, including inspection and repair of concrete, and anchors.
4. Metals:
 - a. Supports currently attached to existing structure to be reconnected to new WAC Tank Structure.
5. Painting:
 - a. WAC tank to be coated to match existing
 - b. Tank identification "WAC Ion Exchange Tank 3" to be vinyl.
6. Equipment:
 - a. Furnish & install new WAC Tank.
 - b. Reconnect to existing piping, valves, instrumentation, and electrical systems.
 - c. Start-up and commissioning to be completed by Veolia
7. Miscellaneous:
 - a. Traffic control while Crane is on site.
 - b. All Crane work, or disruption to traffic flow to be coordinated with City of Chandler Staff



- c. Contractor to maintain site safety, and housekeeping.
- d. Billable hourly equipment rates shall be FHWA operated rates published by Bluebook (Arizona Specific Rates) on equipmentwatch.com.
- e. General conditions are to be considered Lump Sum.
- f. Work will not commence on site until the new WAC tank is on route.
- g. Payment terms from Veolia to be passed through to the City of Chandler.
- h. Owner's Allowance to be carried in the amount of \$35,000.
- i. Contractor's Contingency to be carried in the amount of \$35,000.
- j. Pricing is valid for 21 days from date of submission.
- k. This proposal assumes that all limitations of liability, exclusions, and conditions set forth in Veolia's quotation and associated commercial terms shall be incorporated by reference and passed through to the City of Chandler without modification, to the extent permissible under the prime agreement and applicable law. Any costs or impacts arising from modification or rejection of these terms are excluded from this proposal.

Exclusions:

1. Removal of media from tank, storage of media while tank is replaced, and replacement of media. To be performed by the City of Chandler.
2. Anchor bolts are to be re-used. Modifications are excluded.
3. New support for mechanical and electrical are excluded. All support for mechanical and electrical equipment to be re-installed.
4. Modifications to existing mechanical and electrical required for deviations from existing tank design are excluded.
5. Preparation and Painting of existing piping and supports is excluded.
6. Re-verification of existing instrumentation by others, if required.
7. All existing valves to remain. If replacements are required, City of Chandler to provide information for each valve.
8. Supply of chemicals.
9. Structural modifications to buildings, tank pad/anchorage.
10. Mechanical, Electrical or instrumentation upgrades beyond direct reconnection.
11. Long-term storage of chemicals removed from existing tank.
12. Pressure testing is excluded. Visual leak tests to be performed at joints required for reconnection of the tank.
13. Permits
14. Access to dumpsters for construction waste is excluded. To be provided by client.
15. Temp power and Internet are excluded. To be provided by client at OBRF.

EXHIBIT B
FEE SCHEDULE



WA2401.401 OBRF WAC TANK REPLACEMENT

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

Negotiated Prices		
Subcontractor(s)		\$ 397,667.25
Subconsultant(s)		\$ -
General Conditions		\$ 70,408.08
Preconstruction Labor (if applicable)		\$ 5,889.40
Construction Labor (if applicable)		\$ 30,059.04
Materials and Equipment		\$ 41,634.34
SUBTOTAL (NEGOTIATED PRICES):		\$ 545,658.11
Overhead and Profit (Coefficient per Job Order Master Agreement)	9.00%	\$ 49,109.23
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT):		\$ 594,767.34
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)*	5.07%	\$ 27,637.24
General Liability Insurance Percentage **	0.85%	\$ 4,633.46
Builder's Risk Insurance Percentage **	0.65%	\$ 3,543.24
Payment & Performance Bond**	0.80%	\$ 4,365.26
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 40,179.20
SUBTOTAL (NEGOTIATED PRICES + OVERHEAD AND PROFIT + INSURANCE, BONDS, & TAXES):		\$ 634,946.54
City's Allowance		\$ 20,002.72
Contractor's Allowance		\$ 20,002.72
TOTAL JOB ORDER:		\$ 674,951.98
		\$ -

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