



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **CHANDLER HEIGHTS ROAD SEWER REHABILITATION**

Project No. **WW2005.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **B&F Contracting, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1903.401 ("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 March 11, 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 to Install approximately 875 linear feet of cured-in-place pipe in existing 18-inch DIP Sanitary Sewer Pipes on Chandler Heights Road, west of Gilbert Road, including rehabilitation of three manholes 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 **CHANDLER HEIGHTS ROAD SEWER REHABILITATION**, Project Number **WW2005.401**. The scope of work consists of installation of approximately 875 linear feet of cured-in-place pipe in existing 18-inch DIP Sanitary Sewer Pipes on Chandler Heights Road, west of Gilbert Road, including rehabilitation of three manholes, 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 **\$465,012.81** 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 **90** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	B&F Contracting, Inc.	
	11011 N. 23 rd Ave. Phoenix, AZ 85029	
	JOC Contractor Representative: Bruce Balls	
	Phone:	623-764-7585
	Email:	bruceb@bfcontracting.com

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"
B&F Contracting, Inc.:

MAYOR Date

Signature Date

Recommended By:

Print Name

Andrew Goh, P.E.
CIP City Engineer

Title

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney

By: _____

Secretary

ATTEST:

ADDRESS FOR NOTICE

City Clerk SEAL

B&F Contracting, Inc.

11011 N. 23rd Ave.

Phoenix, AZ 85029

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

EXHIBIT A
SCOPE OF WORK

Project Specific Condition: Replace General Condition 6.5 Final Acceptance, section 6.5.1 with the following:

"Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained 30 Days after the date of Substantial Completion or after receipt and review of the CIPP liner sample independent test results, whichever occurs later."



September 7, 2021

Paul Ahlas
City of Chandler Public Works Utilities Department
975 E Armstrong Way, Building L
Chandler AZ 85286

RE: Project Name - Chandler Heights Road Rehabilitation Project

Subject: JOC Proposal

Paul,

We are pleased to submit our proposal for the sewer rehabilitation services in accordance with the Job Order Contract (JOC) for the Chandler Heights Road Sewer Rehabilitation Project, City project JOC WW2005.401. Attached to this cover letter you will find B&F Contracting, Inc Proposal dated September 7, 2021, for this JOC project.

B&F proposes to complete the work associated with this JOC for a not-to-exceed amount of \$465,012.81. Our proposal is based on the drawings provided at the scope meeting on June 17, 2021, and further investigative services provided by B&F.

Sincerely,

Bret Thompson

**EXHIBIT B
FEE SCHEDULE**

**EXHIBIT "B"****JOB ORDER COST PROPOSAL
SUMMARY SHEET****Negotiated Prices**

Price of Subcontractor(s)	\$	223,824.80
Price of Subconsultant(s)	\$	-
General Conditions	\$	39,301.81
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	102,110.80
SUBTOTAL (NEGOTIATED PRICES):		\$ 365,237.41

Overhead and Profit (Coefficient per Job Order Master Agreement)	1.08%	\$ 29,218.99
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TOTAL (NEGOTIATED PRICES+ OVERHEAD & PROFIT): **\$ 394,456.40**

Insurance, Bonds, & Taxes

Sales Tax Percentage (Current Tax Rate)	5.07%	\$ 19,998.94
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ 3,944.56
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ 394.46
Payment Bond (Actual Cost per Job Order)		\$ 1,972.28
Performance Bond (Actual Cost per Job Order)		\$ 1,972.28
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 28,282.52

COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES): **\$ 422,738.92**

City's Allowance	\$ 42,273.89
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TOTAL JOB ORDER: **\$465,012.81**

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.

WW 2005.401 - CHANDLER HEIGHTS ROAD
SEWER REHABILITATION



SOV

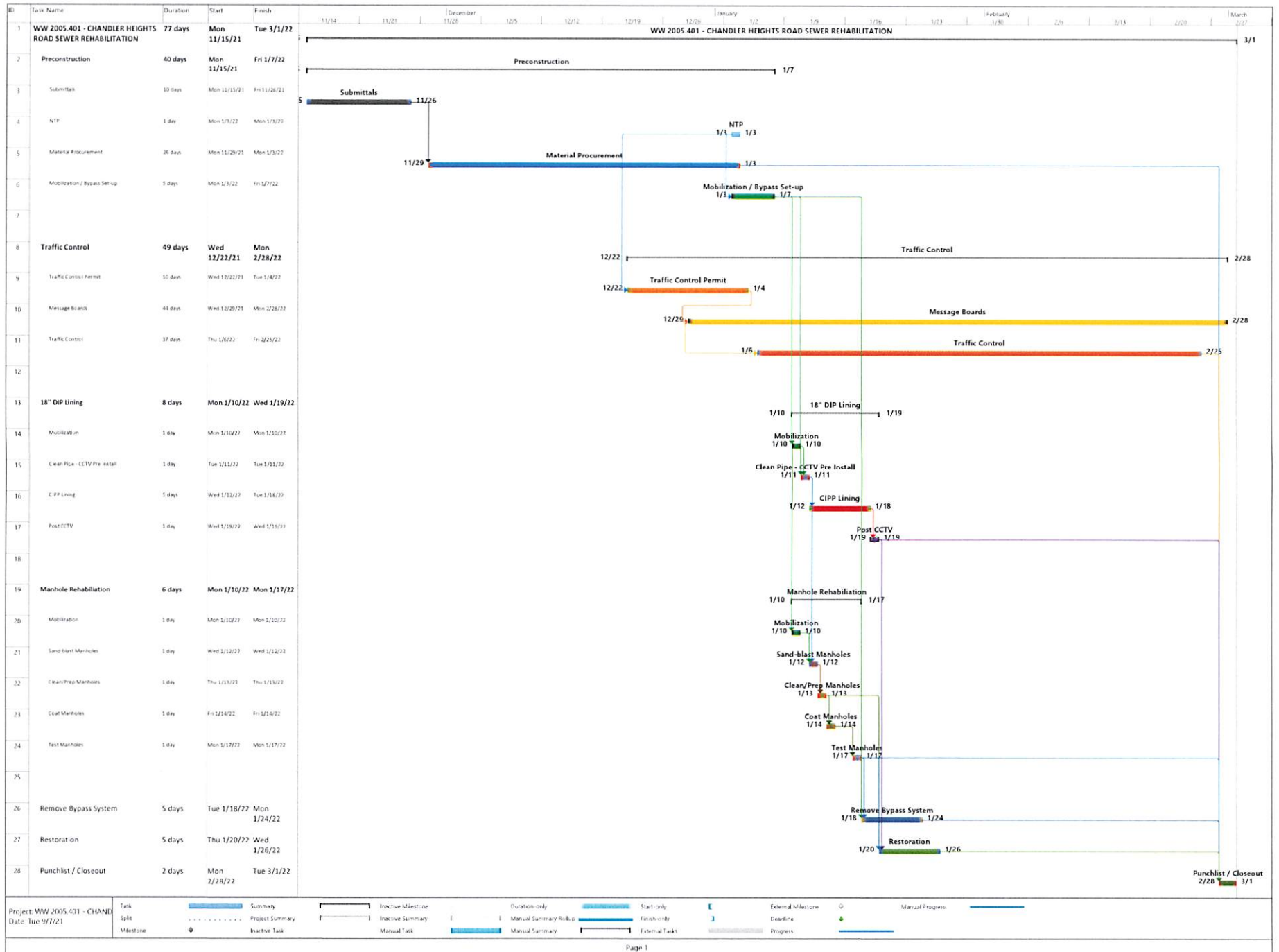
9/7/2021

DETAIL SUMMARY

Item	Category	Description of Work	Estimate Quantity	Unit	Unit Price	Contract Price	Basis
1	Subcontractors	Bypass Pumping - B&F Rehab Division					
2		Mobilization	1	LS	\$ 1,680.00	\$ 1,680.00	Estm.
3		Engineers Stamp	1	LS	\$ 910.00	\$ 910.00	Estm.
4		Set Up & Tear Down	1	LS	\$ 36,540.00	\$ 36,540.00	Estm.
5		Bypass Equipment	10	Days	\$ 939.96	\$ 9,399.60	Estm.
		Pump Watch With Fuel	10	Days	\$ 3,618.32	\$ 36,183.20	Estm.
		Total B&F Rehab Division				\$ 84,712.80	
6		Lining Subcontractor - Insituform					
7		Mobilization	1	LS	\$ 7,000.00	\$ 7,000.00	Quote Attached
		18" DIP Lining	872	LF	\$ 85.00	\$ 74,120.00	Quote Attached
		Total Insituform				\$ 81,120.00	
8		Traffic Control Subcontractor - NBC					
9		Traffic Control Barricade Equipment	37	DAYS	\$ 440.00	\$ 16,280.00	Quote Attached
10		Traffic Control Plans	3	EA	\$ 50.00	\$ 150.00	Quote Attached
11		Delivery & Set up	4	EA	\$ 250.00	\$ 1,000.00	Quote Attached
12		Tear down & Pick up	4	EA	\$ 250.00	\$ 1,000.00	Quote Attached
		Meesage Boards (2ea)	44	Days	\$ 110.00	\$ 4,840.00	Quote Attached
		Total NBC				\$ 23,270.00	
13		Manhole Bench Rehabilitation - JPCI					
14		Mobilization	3	EA	\$ 750.00	\$ 2,250.00	Quote Attached
15		Sand Blast	3	EA	\$ 1,000.00	\$ 3,000.00	Quote Attached
16		Clean & Prep	3	EA	\$ 1,500.00	\$ 4,500.00	Quote Attached
17		Coat	3	EA	\$ 3,400.00	\$ 10,200.00	Quote Attached
		Test	3	EA	\$ 500.00	\$ 1,500.00	Quote Attached
		Total JPCI				\$ 21,450.00	
18		Law Enforcement Subcontractor - LES					
		City Of Chandler PD	21	Days	632.00	\$ 13,272.00	Quote Attached
		Total LES				\$ 13,272.00	
19	General Conditions	General Conditions					200 hrs (5 Weeks or 35 days)
20		Project Manager	50	HRS	\$ 85.97	\$ 4,298.50	1/4 Time
21		Assistant PM	50	HRS	\$ 62.94	\$ 3,147.00	1/4 Time
22		Project Superintendent	200	HRS	\$ 85.42	\$ 17,084.00	Full Time
23		Safety Manager	8	HRS	\$ 63.85	\$ 510.80	1 Day
24		Administrative Assistant	24	HRS	\$ 35.85	\$ 860.40	3 Days
25		Field Administrator	5	HRS	\$ 35.85	\$ 179.25	1 day a week
26		F250, Truck	308	HRS	\$ 16.67	\$ 5,134.36	PM, Assistant PM, Super, Safety
27		Yard Rental	1.25	MONTH	\$ 1,800.00	\$ 2,250.00	Estm. Budget
28		Port-a-John (X month rental)	1.25	MONTH	\$ 430.00	\$ 537.50	Estm. Budget
29		Permits	1	LS	\$ 4,500.00	\$ 4,500.00	Estm. Budget - Dust & RWCD
		Construction Water	20000	Gallons	\$ 0.04	\$ 800.00	10 loads @ 2000g/ ea = 20000 gallons
		Total GC				\$ 39,301.81	

Continued

		Construction Labor & Equipment				
		<u>Remove Attached Deposits</u>				
30		Mobilization	6	HRS	\$ 205.00	\$ 1,230.00
31		Hydrovac With Chain Flail	10	HRS	\$ 349.00	\$ 3,490.00
32		Hydrovac Pressure Sweep	8	HRS	\$ 205.00	\$ 1,640.00
33		Pre Install Video Verification	8	HRS	\$ 205.00	\$ 1,640.00
34		Post Install Video Verification	8	HRS	\$ 205.00	\$ 1,640.00
		Subtotal Cleaning & Prep				\$ 9,640.00
		<u>Asphalt Remove & Trench Crossings (7ea)</u>				
						1 Week Install
35		Mobilization	8	EA	\$ 525.00	\$ 4,200.00
36		Assistant Superintendent (Foreman)	40	HRS	\$ 61.61	\$ 2,464.40
37		Operator	120	HRS	\$ 38.27	\$ 4,592.40
38		Leadman	40	HRS	\$ 30.91	\$ 1,236.40
39		Labor	80	HRS	\$ 26.20	\$ 2,096.00
40		Truck Driver	80	HRS	\$ 29.73	\$ 2,378.40
41		10 Wheeler	40	HRS	\$ 62.67	\$ 2,506.80
42		Water Truck	40	HRS	\$ 33.73	\$ 1,349.20
43		Utility, 1 Ton Truck	80	HRS	\$ 26.45	\$ 2,116.00
44		Backhoe	40	HRS	\$ 40.04	\$ 1,601.60
45		Skid Steer W/Milling Attachment	40	HRS	\$ 56.15	\$ 2,246.00
46		Water Truck	40	HRS	\$ 33.73	\$ 1,349.20
47		Street Sweeper	40	HRS	\$ 85.00	\$ 3,400.00
48		Temp Road Plates	21	Plate Days (25ea)	\$ 250.00	\$ 5,250.00
49		Dump Fee	38	Loads	\$ 50.00	\$ 1,900.00
50		Temp Paving	134	SY	\$ 35.00	\$ 4,690.00
		Subtotal Trenching				\$ 43,376.40
		<u>Remove Bypass Pipe and Permanent Paving</u>				
						1 Week Removal
51		Assistant Superintendent (Foreman)	40	HRS	\$ 61.61	\$ 2,464.40
52		Operator	120	HRS	\$ 38.27	\$ 4,592.40
53		Leadman	40	HRS	\$ 30.91	\$ 1,236.40
54		Labor	80	HRS	\$ 26.20	\$ 2,096.00
55		Truck Driver	60	HRS	\$ 29.73	\$ 1,783.80
56		10 Wheeler	20	HRS	\$ 62.67	\$ 1,253.40
57		Water Truck	40	HRS	\$ 33.73	\$ 1,349.20
58		Utility, 1 Ton Truck	80	HRS	\$ 26.45	\$ 2,116.00
59		Backhoe	40	HRS	\$ 40.04	\$ 1,601.60
60		Skid Steer W/Milling Attachment	40	HRS	\$ 56.15	\$ 2,246.00
61		Water Truck	40	HRS	\$ 33.73	\$ 1,349.20
62		Street Sweeper	40	HRS	\$ 85.00	\$ 3,400.00
63		Slurry Backfill	170	CY	\$ 80.00	\$ 13,600.00
64		Dump Fee	12	Loads	\$ 50.00	\$ 600.00
65		Stripping	1	LS	\$ 1,500.00	\$ 1,500.00
66		Permanent Paving	134	SY	\$ 59.00	\$ 7,906.00
		Subtotal Removal and Pave				\$ 49,094.40
		Total Construction Labor & Equipment				\$ 102,110.80



Project Proposal



PROPOSAL DATE: 7/23/2021

PROJECT NAME: **CHANDLER HEIGHTS – 18" CIPP**

PROJECT LOCATION / OWNER: **CHANDLER, AZ / CITY OF CHANDLER, AZ**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services set forth below for the above referenced project. All pricing is considered confidential.

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
	Mobilization & Demobilization	1	LS	\$7,000	\$7,000
	CIPP – 18"	872	LF	\$85	\$74,120
	<i>(Lining Only Proposal- see full list of Inclusions & Exclusions below)</i>				
	Total				\$81,120

ASSUMPTIONS & QUALIFICATIONS

Insituform Technologies, LLC have based proposal on a nominal wall thickness for the InsituTube as shown in the specifications or derived from general, industry accepted specifications and design criteria. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or various portions of the work. Final recommendations may be submitted following completion of preliminary video inspection of the existing pipeline to be rehabilitated. Stated prices are subject to change if unforeseen conditions are determined.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Water shall be provided at no cost to Insituform Technologies for all construction phases of this project. Insituform Technologies will follow all required deposit, backflow prevention, and metering procedures.

Access requirements for existing pipeline to be rehabilitated shall be provided by Owner – includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

PROPOSAL INCLUSIONS

Insituform Technologies, LLC proposal pricing includes only items listed below; other items, scope of work, and/or project requirements are not part of the Insituform Technologies, LLC proposal pricing.

1. Mobilizations and demobilizations for 872 LF of 18" standard CIPP liner per Plans and specifications provided by GC (B&F).
2. Installation of Cured-In-Place Pipe (CIPP) – Pipe Lining including inversion, curing, and finishing.
3. Confined space safe entry practices.
4. Standard 1year construction warranty.
5. Certificate of insurance with a standard coverage.
6. Post CCTV.

Project Proposal



PROPOSAL EXCLUSIONS

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished "by others". Insituform Technologies, LLC is not responsible for any costs associated with items listed below – Excluded in proposal pricing.

- a) Pipe Cleaning & CCTV – Pre.
- b) Bypass Pumping.
- c) Traffic Control.
- d) Lateral reinstatements- Lateral Sealing.
- e) Point repairs, if required, prior to lining.
- f) Excavation of any kind.
- g) Water needed for Curing of CIPP installation.
- h) Archaeological Monitoring
- i) Removal of manhole cones for access to sewer pipe – N/A.
- j) Finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- k) Owner or General Contractor to provide access to Water from fire hydrants or other source within a convenient distance from each cleaning and inversion site location.
- l) *If any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- m) Manhole installation, rehabilitation, and/or replacement.
- n) Any special permits or licenses
- o) State and local sales and/or use taxes are excluded, including gross receipts. If you are exempt, please submit the appropriate documentation.
- p) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- q) Performance and payment bond not included. This is available upon request, but if required please add 2.5% to the total project cost.

PROPOSAL TERMS & CONDITIONS

- a) When CIPP is required to negotiate bends or defects in the host pipe, there is a tendency to experience wrinkling in the installed CIPP around the inside radius of the bend or in the area where the host pipe defect is located. This is normal and should be expected. It will not affect the structural integrity of the finished product. Insituform will not be liable for repairs or penalties due to wrinkles in the CIPP at the locations of bends or defects in the host pipe.
- b) Limits of Liability. In consideration of INSITUFORM TECHNOLOGIES agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES liability to the Prime for any matter covered by such insurance will be limited to the extent of such insurance and the Prime will indemnify and hold INSITUFORM TECHNOLOGIES harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- c) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INSITUFORM AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY INSITUFORM WHICH ARE BROUGHT TO THE ATTENTION OF INSITUFORM WITHIN ONE YEAR FOLLOWING COMPLETION OF INSITUFORM'S WORK, PROVIDED OWNER AFFORDS INSITUFORM SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- d) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

Project Proposal



- e) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- f) Quantities are estimated. Unit prices apply for actual invoice and payment.
- g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h) Monthly progress partial payments shall be requested for the value of work in progress or completed, including materials secured and on site.
- i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES
- j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Todd Venable

TODD VENABLE
BUSINESS DEVELOPMENT MANAGER
(480) 938-7145
evenable@aegion.com

Arizona Office: 645 S. 24th Street
Tempe, AZ 85282
(480) 446-0620

CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:

AZ (277787) UT (6981198-5501) NM (374011) CA (758411) OR (133115) WA (INSITTL883CW) NV (0048110) HI (21894)



J. P. C. I. SERVICES

Joseph Painting Company, Inc.

4702 E. Virginia Street • Mesa, Arizona 85215-9101

(480) 986-1212 • Fax (480) 380-4461

License No. ROC197873 KE AZ • ROC199485 KE AZ • ROC242450 KE AZ • ROC218119 A AZ

ROC107144 CR34 AZ • CA Lic 280286 C-33 & A • NV Lic NO. 0058702-A15, No.0058579-C-4

PROPOSAL

TO: Bret Thompson
B & F Contracting

PHONE: 623-582-1170

FAX:

DATE September 3, 2021

CELL: 623-271-2961

RE: Chandler Manhole Bench Rehab on Project WW2005.401-Assignment 8

We propose to complete the rehabilitation & protective coating of 3 existing manhole Benches as specified below;

- 1 - Sandblast interior of manholes to open voids and remove deteriorated concrete.
- 2 - Fill extensive voids in concrete using C-120 acid proof cement when needed .
- 3 - Apply Sewer Shield 150 to complete interior of manholes at 1/8" thickness.
- 4 - Spark test Sewer Shield at 15,500 volts to check for pinholes, if found repair and retest.

ITEM # A Prepare and coat 3 existing manhole benches.

Quarter Section	MH #	Size	Cost / MH #	
	MH 756017980	5 Dia X	0.0 7,150.00	Bench Rehab only, no sewer line cleaning, no
	MH 756011653	5 Dia X	0.0 7,150.00	ring & cover replacement, no video or camera of
	MH 756005835	5 Dia X	0.0 7,150.00	lines

A Amount

\$21,450.00

TOTAL PROPOSAL AMOUNT: **\$21,450.00**

TPT Tax paid on materials at point of purchase per MRRA Tax Regulations

The above proposal amount is based on a standard 40 hour per week work schedule. Extended hours, weekend and holiday work will be an add to the contract amount. All work orders need to give JPCI Services a minimum of two weeks notice before the start of the project.

The above proposal excludes; the cost of payment, performance and/or warranty bonds, traffic control, bypass pumping, and permit fees. Prices above are based on standard payroll wages and standard JPCI Insurance coverage's. Please feel free to call should you have any questions. We are a City of Phoenix Certified Small Business Enterprise.

Sincerely,

Joe Nuciforo Jr
Estimator

If you accept this proposal, please complete the information requested below and fax to (480)380-4461, along with a site map.

Accepted by: _____

Phone: _____

Job Superintendent: _____

Phone: _____

Estimated Start Date: _____

PO/Contract #: _____

Please notify Beckey Durfee at (480)986-1212 if there is a change in the start date.

This proposal is confidential and proprietary and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient be advised that you have received this proposal in error and that its use, dissemination, forwarding, printing, or copying of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify our office by telephone at 480-986-1212 or via email at bdurfee@jpciservices.com.

Proposal



National Barricade Company

Job Name: <u>Chandler Heights Rd Sewer Rehabilitation</u>	Date: <u>8/30/2021</u>
Job Location: <u>Chandler Heights Rd and Gilbert Rd</u>	Phone: _____
Customer: <u>B & F Contracting</u>	Fax: _____
Contact: <u>Bret Thompson</u>	Mobile: <u>623-271-2961</u>

Estimator:	Purchase Order #	FOB	Ship Via	Terms	Proposed Start Date
Rick Goebel		Jobsite	NBC	N/30	

Quantity	Description	Labor Price	Unit Price	Total
37 days	Traffic Control Equipment Rental		\$440.00	\$ 16,280.00
3 each	Traffic Control Plans		\$50.00	\$ 150.00
4 each	Labor for Delivery and Setup	\$250.00		\$ 1,000.00
4 each	Labor for Teardown and Pickup	\$250.00		\$ 1,000.00
44 days	Message Boards (2 each)		\$110.00	\$ 4,840.00

Subtotal	\$ 23,270.00
9.2% Sales Tax	
Total	\$ 23,270.00

Quotation is valid for 60 days.
 Quotation prepared by: Rick Goebel



7326 N. Glen Harbor Blvd
 Glendale, Arizona
 85307
 Phone: 623-879-4695
 Fax: 623-879-4683

Scope of work:

Included (Lump sum price):

Excluded (Price per day): Off Site Permits or Fees, Bonds, & Engineering Fees. 9.2% Sales tax will be added to Rental and Sale items, 6.3% sales tax will be added to labor

If you have any other questions or comments please feel free to contact us. Thank you for the opportunity to serve all your traffic control needs.

---Temporary Traffic Control---Traffic Control Plans---Road Plates---Asphalt/Concrete Cutting---
 ---Asphalt Milling---Asphalt Restoration---Concrete Restoration---



**LAW ENFORCEMENT
SPECIALISTS, INC.**

Not just Security Guards, We Are the Police!

September 3, 2021

B & F Contracting
11011 N. 23rd Ave
Phoenix, AZ 85029

Dear Estimators,

Thank you for allowing Law Enforcement Specialists the opportunity to provide B & F Contracting with a rate quote for the Chandler Heights Road Rehabilitation project. The rate for an off-duty Chandler Police Officer with patrol unit is \$79.00 p/hr. Please note rates may vary or change at time of contract due to municipality rate increases beyond our control.

If you have any further questions, please let me know. We look forward to working with you in the near future.

Becky Bernal
Scheduling Manager

EXHIBIT C

Bond No. NAZ4312

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: B & F Contracting, Inc.

(hereinafter "Principal"), and Merchants National Bonding, Inc. (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of West Des Moines, 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 City of Chandler (hereinafter "Obligee") in the amount of Four Hundred Sixty-Five Thousand Twelve & 81/100 (Dollars) (\$ 465,012.81), 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 13th day of September, 2021 for construction of **CHANDLER HEIGHTS ROAD SEWER REHABILITATION, WW2005.401** 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 13th day of September, 2021.

B & F Contracting, Inc.

PRINCIPAL

SEAL

By 

Taylor J. Wilestead
Bonding Solutions, LLC

AGENT OF RECORD

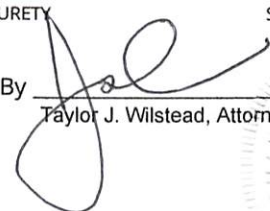
1635 N. Greenfield Rd., Ste. 127, Mesa, AZ 85205

AGENT ADDRESS

Merchants National Bonding, Inc.

SURETY

SEAL

By 

Taylor J. Wilestead, Attorney-In-Fact

EXHIBIT D

Bond No. NAZ4312

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: B & F Contracting, Inc.

(hereinafter "Principal"), as Principal, and Merchants National Bonding, Inc. (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of West Des Moines, 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 City of Chandler (hereinafter "Obligee") in the amount of Four Hundred Sixty-Five Thousand Twelve & 81/100 (Dollars) (\$ 465,012.81), 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 13th day of September, 2021 for construction of **CHANDLER HEIGHTS ROAD SEWER REHABILITATION, WW2005.401** 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 13th day of September, 2021.

B & F Contracting, Inc.

PRINCIPAL SEAL

By 

Taylor J. Winstead
Bonding Solutions, LLC

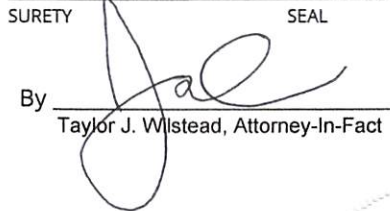
AGENT OF RECORD

1635 N. Greenfield Rd., Ste. 127, Mesa

AGENT ADDRESS

Merchants National Bonding, Inc.

SURETY SEAL

By 

Taylor J. Winstead, Attorney-In-Fact



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Alec Kleiner; Christopher D Morrow; Cynthia Kleiner; Taylor J Wilestead

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

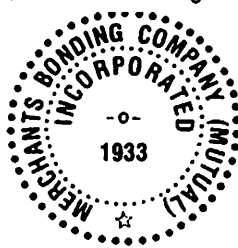
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



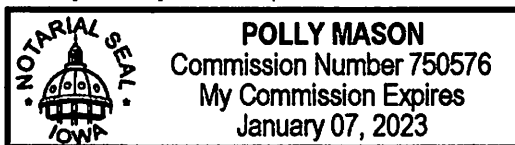
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said Instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

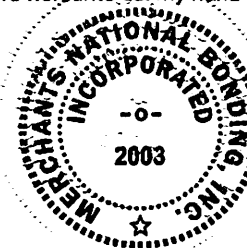


Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of September, 2021.



William Warner Jr.
Secretary

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

***THIS IS TO CERTIFY, THAT THIS
INSTRUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON
FILE WITH THE DEPARTMENT OF
INSURANCE OF THE STATE OF ARIZONA
AND CONSISTS OF 1 PAGE(S)***

**HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT
FOR THE DIRECTOR OF INSURANCE THIS 27 FEBRUARY 2020.**



AUTHORIZED REPRESENTATIVE

CERTIFICATE No.:

301716



STATE OF ARIZONA

DEPARTMENT OF INSURANCE CERTIFICATE OF AUTHORITY

I, GERMAINE L. MARKS, Acting Director of Insurance of the State of Arizona, do hereby certify that

MERCHANTS NATIONAL BONDING, INC.
Domiciled in Iowa
NAIC NO. 11595

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITHOUT WORKERS' COMPENSATION SURETY

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is August 15, 2012.


Germaine L. Marks
Acting Director of Insurance

273822



30 17 15

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **CHANDLER HEIGHTS ROAD SEWER REHABILITATION**

Project No.: **WW2005.401**

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: **CHANDLER HEIGHTS ROAD SEWER REHABILITATION**
Project No.: **WW2005.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2005.401** 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)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

_____ DATE: _____
(Signature)

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number