



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**

Project No. **WW2005.404**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2022 ("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 sanitary sewer pipe and temporary sewer collection 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 SMALL DIAMETER SEWER REHABILITATION**, Project Number **WW2005.404**. The scope of work consists of installing sanitary sewer pipe and temporary sewer collection, 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 **\$258,305.24** 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:

MAYOR

Date

Recommended By: _____

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM: _____

City Attorney

By: PMB

ATTEST: _____

City Clerk

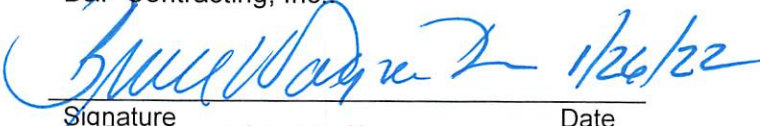
SEAL

ADDRESS FOR NOTICE

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

"JOC CONTRACTOR"

B&F Contracting, Inc.:


Signature

1/26/22
Date

Bruce W. Balls

Print Name

CEO
Title

ATTEST: If Corporation _____


Secretary

ADDRESS FOR NOTICE

B&F Contracting, Inc.

11011 N. 23rd Ave.

Phoenix, AZ 85029

EXHIBIT A
SCOPE OF WORK



January 20, 2022

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

RE: WW2005.404 Ocotillo Small Diameter Sewer Rehabilitation

Subject: Construction 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 Ocotillo Small Diameter Sewer Rehabilitation – Project Number WW2005.404. Attached to this cover letter you will find B&F Contracting, Inc Construction Services Proposal dated January 20, 2022, for this JOC project which includes Exhibits A thru E.

B&F proposes to complete the work associated with this portion of the JOC for a not-to-exceed amount of \$258,305.24. Our proposal is based on the drawings provided in the WA 7 Memorandum dated 1/04/22 provided by Dibble.

Please contact Josh Onstott at 623.238.3792 if you have any questions or concerns.

Sincerely,

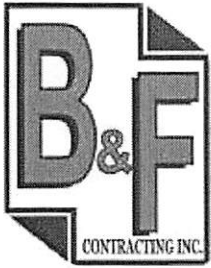

Josh Onstott

**EXHIBIT B
FEE SCHEDULE**

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

Negotiated Prices		
Price of Subcontractor(s)	\$	85,080.00
Price of Subconsultant(s)	\$	-
General Conditions	\$	11,114.19
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	92,840.21
SUBTOTAL (NEGOTIATED PRICES):		\$ 189,034.40
Overhead and Profit (Coefficient per Job Order Master Agreement)	8.00%	\$ 15,122.75
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 204,157.15
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	4.83%	\$ 9,860.79
General Liability Insurance Percentage (Actual Cost per Job Order)	1.00%	\$ 2,041.57
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	0.10%	\$ 204.16
Payment Bond (Actual Cost per Job Order)	0.50%	\$ 1,020.79
Performance Bond (Actual Cost per Job Order)	0.50%	\$ 1,020.79
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 14,148.09
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 218,305.24
City's Allowance		\$ 40,000.00
TOTAL JOB ORDER:		\$ 258,305.24

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.



COST ONLY

Proposal

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029

Office: 623-582-1170|Fax: 623-582-3761

Tucson: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 520-207-8228|Fax: 520-305-3323

AZ Licenses: ROC-089744 A General Contracting

ROC-111282 B-04 General Engineering

Submitted to: City of Chandler
Mail Stop 407, P.O. Box 4008
Chandler, AZ 85244 USA

Bid Date: 1/12/2022
Bid Number: 4470.003

Project: WW2005.404 Ocotillo Small Diameter Sewer Rehabilitation
Ocotillo Rd & Jacaranda Neighborhood
Chandler, AZ

Attention: Paul Ahlas Phone Number: 4807823310

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
MOBILIZATION					
1	Mobilization	4.00	TRIP	\$4,308.99	\$17,235.96
Total Price for above MOBILIZATION Items:					\$17,235.96
PIPE CLEANING AND VIDEO					
2	Pre-Clean & Video	1,874.00	LF	\$4.55	\$8,526.70
6	Post Clean And Video (Pano)	1,874.00	LF	\$5.33	\$9,988.42
Total Price for above PIPE CLEANING AND VIDEO Items:					\$18,515.12
POINT REPAIR					
3	Point Repair	3.00	EACH	\$16,774.93	\$50,324.79
Total Price for above POINT REPAIR Items:					\$50,324.79
CIPP LINING					
4	12" CIPP Lining	459.00	LF	\$101.66	\$46,661.94
5	8" CIPP Lining	688.00	LF	\$65.67	\$45,180.96
Total Price for above CIPP LINING Items:					\$91,842.90
GENERAL CONDITIONS					
7	Project General Conditions	1.00	LS	\$11,115.63	\$11,115.63
Total Price for above GENERAL CONDITIONS Items:					\$11,115.63
Total Bid Price:					\$189,034.40

- *****
- Terms: Net 30 Days
- *****

- This proposal is based on the following information:
Plans: None
Prepared by: Dibble

Plans used were: WA 7 Memo
Addenda Received: No

- Exclusions:
 - *Odor Control Scrubbers or Chemical Injection
 - *Waste disposal generated thru pipe cleaning efforts
 - *Hazardous or toxic materials

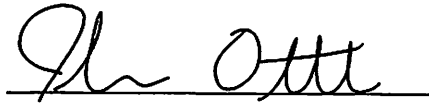
- Inclusions:
 - *Temporary plugs and manhole monitoring. Small bypass pumping systems may be utilized as needed.
 - *Water curing will be utilized

- We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to the standard practices. Any alternations or deviations from the above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over the above proposed estimate.

CONFIRMED:

B&F Contracting, Inc. (Proposal)

Authorized Signature:



Estimator: Bret Thompson
623-271-2961 bthompson@bfcontracting.com

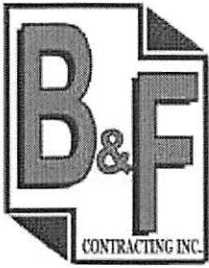
ACCEPTED:

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

Buyer: _____

Signature: _____

Date of Acceptance: _____



Proposal Exhibit C

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029

Office: 623-582-1170|Fax: 623-582-3761

Tucson: 1904 W. Prince Rd. Tucson, AZ 85705

Office: 520-207-8228|Fax: 520-305-3323

AZ Licenses: ROC-089744 A General Contracting

ROC-111282 B-04 General Engineering

Cost Detail By Phase

Project Name:	WW2005.404 Ocotillo Small Diameter Sewer	Customer:	City of Chandler
Job Number:	4470.003	Bid Number:	4470.003
Bid As:	General Contractor	Billing Address:	Mail Stop 407, P.O. Box 4008 Chandler, AZ 85244 USA
Estimator:	Bret Thompson	Phone:	4807823310
Project Address:	Ocotillo Rd & Jacaranda Neighborhood, Chandler, AZ	Contact:	Paul Ahlas
Completion Date:	6/1/2022		

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
Phase: MOBILIZATION				
D 1 - Mobilization	4.00	TRIP	\$4,309.32	\$17,237.28
GC-Mob/Demobilization	4.00	TRIP	\$934.32	\$3,737.28
GC-Mobilization - Forklift/backhoe/Water Truck (2.00 TRIP/DY, 4.00 DY)	8.00	TRIP	\$467.16	\$3,737.28
Transport Truck	32.00	HR	\$66.55	\$2,129.60
Transport Trailer - 48 FT	32.00	HR	\$14.13	\$452.16
Truck Driver	32.00	HR	\$36.11	\$1,155.52
Subcontracted-Mobilization (Insituform Technologies, Inc.)	3.00	TRIP	\$4,500.00	\$13,500.00
Phase: PIPE CLEANING AND VIDEO				
D 2 - Pre-Clean & Video	1,874.00	LF	\$4.55	\$8,519.04
Pre-Video CCTV	1,874.00	LF	\$4.55	\$8,519.04
GC-CCTV Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$1.62	\$3,035.52
CCTV Truck	24.00	HR	\$85.00	\$2,040.00
CCTV Technician	24.00	HR	\$41.48	\$995.52
GC-Hydro Vactor Combo Truck Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$2.93	\$5,483.52
Combo Truck	24.00	HR	\$187.00	\$4,488.00
Combo Truck Operator	24.00	HR	\$41.48	\$995.52
D 6 - Post Clean And Video (Pano)	1,874.00	LF	\$5.33	\$9,984.00
Panorama CCTV	1,874.00	LF	\$5.33	\$9,984.00
Pano CCTV Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$2.05	\$3,843.84
Pano Truck	24.00	HR	\$105.00	\$2,520.00
CCTV Technician	30.00	HR	\$44.13	\$1,323.84
GC-Hydro Vactor Combo Truck Crew (624.67 LF/DY, 3.00 DY)	1,874.00	LF	\$3.28	\$6,140.16
Combo Truck	24.00	HR	\$187.00	\$4,488.00
Combo Truck Operator	36.00	HR	\$45.89	\$1,652.16

Phase: POINT REPAIR

Description		Quantity	UM	Unit Direct Cost	Total Direct Cost
D	3 - Point Repair	3.00	EACH	\$16,776.21	\$50,328.64
D	RH-Excavation & Backfill	3.00	EACH	\$14,016.27	\$42,048.80
	RH-Excavation & Backfill Suction Pit Crew (0.50 EACH/DY, 6.00 DY)	3.00	EACH	\$7,973.12	\$23,919.36
	Truck - Crew	48.00	HR	\$26.45	\$1,269.60
	Excavator - 20k LB	48.00	HR	\$63.10	\$3,028.80
	Backhoe - Light	48.00	HR	\$40.04	\$1,921.92
	Vacuum Trailer	48.00	HR	\$35.00	\$1,680.00
	Dump Truck - 10 Wheel	48.00	HR	\$62.67	\$3,008.16
	Water Truck - 2000 Gal	48.00	HR	\$33.73	\$1,619.04
	Foreman	48.00	HR	\$51.86	\$2,489.28
	Operator: Small Equipment [2]	48.00	HR	\$33.27	\$3,193.92
	Pipelayer	48.00	HR	\$33.27	\$1,596.96
	Laborer	48.00	HR	\$26.20	\$1,257.60
	Truck Driver	48.00	HR	\$29.73	\$1,427.04
	Water Truck Driver	48.00	HR	\$29.73	\$1,427.04
	Ready Mix - Slurry ABC Slurry 1/2 Sack	27.00	YARD	\$115.00	\$3,105.00
	Aggregate - ABC MAG Spec	98.00	TON	\$14.50	\$1,421.00
	Shoring [4]	7.00	DY	\$115.00	\$3,220.00
D	CP-Sawcutting	144.00	LF	\$8.11	\$1,168.16
	CP-Sawcutting Crew (144.00 LF/DY, 1.00 DY)	144.00	LF	\$8.11	\$1,168.16
	Truck - Crew	8.00	HR	\$30.95	\$247.60
	Walk Behind Saw - 57 HP	8.00	HR	\$40.47	\$323.76
	Operator: Small Equipment [2]	8.00	HR	\$37.30	\$596.80
D	CP-Asphalt Patchback	27.00	SY	\$324.64	\$8,765.28
	CP-Asphalt Replace Crew (13.50 SY/DY, 2.00 DY)	27.00	SY	\$261.68	\$7,065.28
	Truck - Crew	16.00	HR	\$30.95	\$495.20
	Asphalt Roller - 35in-50in	16.00	HR	\$33.11	\$529.76
	Backhoe - Light	16.00	HR	\$43.71	\$699.36
	Skid Steer	16.00	HR	\$33.03	\$528.48
	Dump Truck - 6 Wheel (Bobtail)	16.00	HR	\$41.21	\$659.36
	Foreman	16.00	HR	\$53.44	\$855.04
	Operator: Small Equipment [2]	16.00	HR	\$37.30	\$1,193.60
	Pipelayer	16.00	HR	\$35.14	\$562.24
	Laborer [3]	16.00	HR	\$32.13	\$1,542.24
	Asphalt - Asphalt	20.00	TON	\$85.00	\$1,700.00
	Dump Fee	3.00	LOAD	\$150.00	\$450.00
D	RH-Remove & Replace Pipe Section	3.00	EACH	\$2,759.95	\$8,279.84
D	RH-Pipe Removal & Replace	3.00	EACH	\$2,759.95	\$8,279.84
	RH-Excavation & Backfill Suction Pit Crew (2.00 EACH/DY, 1.50 DY)	3.00	EACH	\$1,993.28	\$5,979.84
	Truck - Crew	12.00	HR	\$26.45	\$317.40
	Excavator - 20k LB	12.00	HR	\$63.10	\$757.20
	Backhoe - Light	12.00	HR	\$40.04	\$480.48
	Vacuum Trailer	12.00	HR	\$35.00	\$420.00
	Dump Truck - 10 Wheel	12.00	HR	\$62.67	\$752.04
	Water Truck - 2000 Gal	12.00	HR	\$33.73	\$404.76
	Foreman	12.00	HR	\$51.86	\$622.32

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 3 - Point Repair continued)				
 Operator: Small Equipment [2]	12.00	HR	\$33.27	\$798.48
 Pipelayer	12.00	HR	\$33.27	\$399.24
 Laborer	12.00	HR	\$26.20	\$314.40
 Truck Driver	12.00	HR	\$29.73	\$356.76
 Water Truck Driver	12.00	HR	\$29.73	\$356.76
 Ready Mix Collar - MAG A 3000	6.00	YARD	\$125.00	\$750.00
 Pipe - VCP 8in	32.00	LF	\$25.00	\$800.00
 Coupling - VCP Coupling 8in	6.00	EACH	\$125.00	\$750.00

Phase: CIPP LINING

D 4 - 12" CIPP Lining	459.00	LF	\$101.67	\$46,664.80
D CIPP Lining Support	4.00	DY	\$2,027.20	\$8,108.80
 RH-Confined Space Support Crew (1.00 DY/DY, 4.00 DY)	4.00	DY	\$2,027.20	\$8,108.80
 Truck - Crew	32.00	HR	\$30.95	\$990.40
 Blower 24in - Trailer Mounted	32.00	HR	\$37.00	\$1,184.00
 Confined Space Equipment	4.00	DY	\$102.00	\$408.00
 Vacuum Trailer	32.00	HR	\$35.00	\$1,120.00
 Small Tools - Saws, Cutters, Grinders [2]	32.00	HR	\$10.00	\$640.00
 Foreman	32.00	HR	\$53.44	\$1,710.08
 Laborer [2]	32.00	HR	\$32.13	\$2,056.32
S Subcontracted- CIPP Lining (Insituform Technologies, Inc.)	459.00	LF	\$84.00	\$38,556.00
D 5 - 8" CIPP Lining	688.00	LF	\$65.68	\$45,187.20
D CIPP Lining Support	6.00	DY	\$2,027.20	\$12,163.20
 RH-Confined Space Support Crew (1.00 DY/DY, 6.00 DY)	6.00	DY	\$2,027.20	\$12,163.20
 Truck - Crew	48.00	HR	\$30.95	\$1,485.60
 Blower 24in - Trailer Mounted	48.00	HR	\$37.00	\$1,776.00
 Confined Space Equipment	6.00	DY	\$102.00	\$612.00
 Vacuum Trailer	48.00	HR	\$35.00	\$1,680.00
 Small Tools - Saws, Cutters, Grinders [2]	48.00	HR	\$10.00	\$960.00
 Foreman	48.00	HR	\$53.44	\$2,565.12
 Laborer [2]	48.00	HR	\$32.13	\$3,084.48
S Subcontracted- CIPP Lining (Insituform Technologies, Inc.)	688.00	LF	\$48.00	\$33,024.00

Phase: GENERAL CONDITIONS

D 7 - Project General Conditions	1.00	LS	\$11,113.44	\$11,113.44
D JI-Construction Water	10,000.00	GAL	\$0.03	\$300.00
D JI-Water Meter	1.00	EACH	\$750.00	\$750.00
D JI-Water & Ice	2.00	WK	\$50.00	\$100.00
D JI-Portas/J-Johns	0.50	MO	\$500.00	\$250.00
D JI-Project Manager	2.00	DY	\$767.76	\$1,535.52
 JI-Project Manager Crew (1.00 DY/DY, 2.00 DY)	2.00	DY	\$767.76	\$1,535.52
 Truck - Management	16.00	HR	\$16.67	\$266.72
 Project Manager	16.00	HR	\$79.30	\$1,268.80
D JI-Project Superintendent	8.00	DY	\$704.80	\$5,638.40
 JI-Project Superintendent Crew (8.00 HR/DY, 8.00 DY)	64.00	HR	\$88.10	\$5,638.40
 Truck - Management	64.00	HR	\$16.67	\$1,066.88
 Project Superintendent	64.00	HR	\$71.43	\$4,571.52

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
<i>(Item 7 - Project General Conditions continued)</i>				
 JI-Project Engineer	4.00	DY	\$634.88	\$2,539.52
 JI-Project Engineer Crew (8.00 HR/DY, 4.00 DY)	32.00	HR	\$79.36	\$2,539.52
 Truck - Management	32.00	HR	\$16.67	\$533.44
 Project Engineer	32.00	HR	\$62.69	\$2,006.08

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$42,374.68	22.42%
Equipment Owned:	\$47,983.72	25.38%
Equipment Rented:	\$3,470.00	1.84%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$8,526.00	4.51%
Subcontracted:	\$85,080.00	45.01%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$1,500.00	0.79%
Plug:	\$100.00	0.05%
Direct Cost:	\$189,034.40	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$189,034.40	100.00%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$0.00	0.00%
Total Overall Cost:	\$189,034.40	100.00%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$0.00	-0.00%
Total Margin:	\$0.00	-0.00%
Total Bid Price:	\$189,034.40	

Project Proposal



REVISED PROPOSAL DATE: **12/22/21**

PROJECT NAME: **JACARANDA PARKWAY SEWER REHAB**

OWNER: **CITY OF CHANDLER**

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 \$	AMOUNT
	Mobilization	1	LS	\$ 9,000	\$ 9,000
	27" CIPP	4,353	LF	\$ 154	\$ 670,362
	12" CIPP	459	LF	\$ 84	\$ 38,556
	8" CIPP	688	LF	\$ 48	\$ 33,024
	Additional mobilizations x 3	3	EA	\$4,500	\$13,500
					\$85,080
	Total				\$ 764,442
	<i>Lining Only (See full list of Inclusions & Exclusions below.)</i>				

ASSUMPTIONS & QUALIFICATIONS

- Mutually agreed on schedule with contractor – TBD.
- Water curing will be utilized due to T-lok existing pipe.
- GC to open benches/pipe inverts wide enough for CIPP Liner Installation – MH #'s 756004535 & 756007321.
- Price assumes work will be completed in 1 Mobilization
- No manhole cones need to be removed.

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.

Project Proposal



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. One mobilization and demobilization for 3,930 LF of 27" standard CIPP liner as stated in drawings.
2. Installation of Cured-In-Place Pipe (CIPP) – Pipe Lining including inversion, curing, and finishing.
3. Lateral reinstatements.
4. Confined space safe entry practices.
5. Standard construction warranty as indicated in Warranty section of project specifications.
6. Certificate of insurance with a standard coverage.

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) Bypass Pumping.
- b) Cleaning and CCTV , pre and post.
- c) Traffic Control.
- d) Heavy Cleaning, Mechanical Cleaning.
- e) Lateral Sealing - TopHats by other.
- f) Manhole installation, rehabilitation, and/or replacement.
- g) Point repairs, if required, prior to lining.
- h) Hydrant meter.
- i) Warranty Inspection.
- j) Excavation of any kind.
- k) Water for Curing of CIPP installation.
- l) Sectional Liners.
- m) Removal of manhole cones for access to sewer pipe, none expected.
- n) Restorations, finished surface repairs (e.g. landscaping, sidewalk, road repairs), or any finished surface repairs required by the owner.
- o) Archaeological Monitoring.
- p) Owner or General Contractor to provide access to Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- q) *If any hazardous or toxic materials are encountered during the project, Insituform will not be responsible for the removal and disposal of the materials.*
- r) Any special permits or licenses
- s) State and local sales and/or use taxes are excluded, including gross receipts. If you are exempt, please submit the appropriate documentation.
- t) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
- u) Performance and payment bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
- v) Stamped Designs.

PROPOSAL TERMS & CONDITIONS

Project Proposal



- 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.
- 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)

ACCEPTED BY:

Project Proposal



CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE

SIGNATURE

CONTRACTOR

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessor	Successor	Resource Names	March	April	May	June													
1		WW 2005.404 - JACARANDA SMALL DIAMETER	74 days	Tue 3/1/22	Fri 6/10/22				2/27	3/6	3/13	3/20	3/27	4/3	4/10	4/17	4/24	5/1	5/8	5/15	5/22	5/29	6/5	6/12	
2		Preconstruction	40 days	Tue 3/1/22	Mon 4/25/22																				
3		Submittals	10 days	Tue 3/1/22	Mon 3/14/22		4																		
4		NTP	1 day	Mon 4/25/22	Mon 4/25/22	3		6SS+5 days																	
5		8" & 12" Lining & Repair	28 days	Mon 5/2/22	Wed 6/8/22																				
6		Mobilization	1 day	Mon 5/2/22	Mon 5/2/22	4SS+5 days	7	Insituform																	
7		Point Repair	5 days	Tue 5/3/22	Mon 5/9/22	6	8																		
8		Clean Pipe - CCTV Pre Install	2 days	Tue 5/10/22	Wed 5/11/22	7	9	General Access Crew																	
9		CIPP Lining	19 days	Thu 5/12/22	Tue 6/7/22	8	10	Insituform																	
10		Post CCTV	1 day	Wed 6/8/22	Wed 6/8/22	9	11	Insituform																	
11		Punchlist / Closeout	2 days	Thu 6/9/22	Fri 6/10/22	10																			

WW 2005.404 - JACARANDA SMALL DIAMETER

Preconstruction 4/25

Submittals 3/14

NTP 4/25 4/25

8" & 12" Lining & Repair 5/2

Mobilization 5/2 5/2

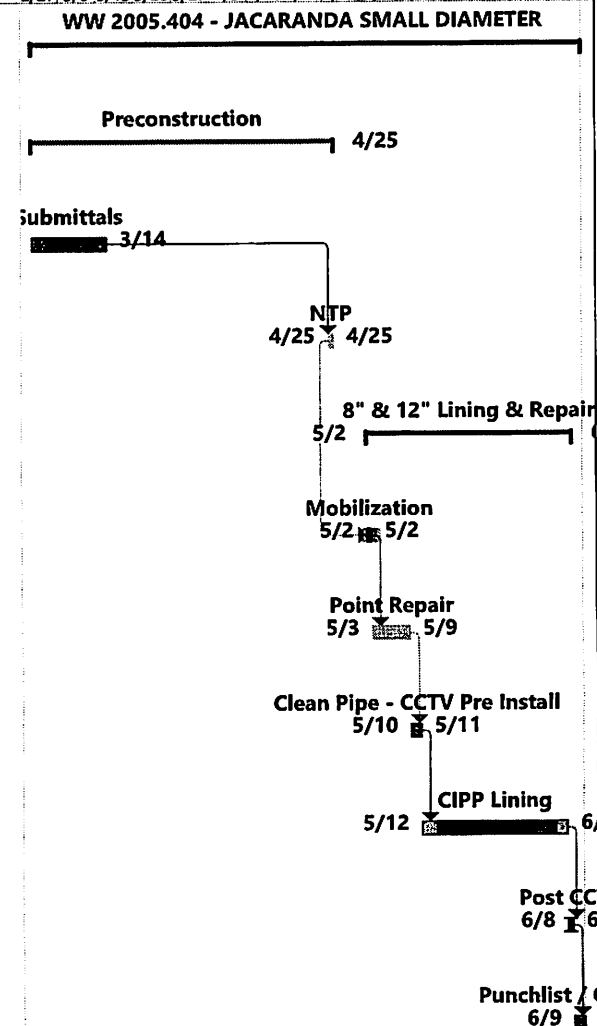
Point Repair 5/3 5/9

Clean Pipe - CCTV Pre Install 5/10 5/11

CIPP Lining 5/12 6/7

Post CC 6/8 6/8

Punchlist / 6/9



Project: WW2005.404 Jacaranda Small Diameter
Date: Wed 1/12/22

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

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 Contract 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 contract with the Obligee, dated the _____ day of _____, 20__ for construction of **OCOTILLO SMALL DIAMETER SEWER REHABILITATION, WW2005.404** 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 _____ day of _____, 20__.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

SURETY SEAL

AGENT ADDRESS

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 Contract 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 contract with the Obligee, dated the _____ day of _____, 20__ for construction of **OCOTILLO SMALL DIAMETER SEWER REHABILITATION, WW2005.404** 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 _____ day of _____, 20__.

PRINCIPAL

SEAL

AGENT OF RECORD

By _____

SURETY

SEAL

AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**

Project No.: **WW2005.404**

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: **OCOTILLO SMALL DIAMETER SEWER REHABILITATION**
Project No.: **WW2005.404**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2005.404** 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