



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

**30**

2. Council Meeting Date:  
January 24, 2013

**TO: MAYOR AND COUNCIL**

**THROUGH: CITY MANAGER**

3. Date Prepared: January 7, 2013

4. Requesting Department: Municipal Utilities

5. SUBJECT: Right-of-Way Repairs

6. **RECOMMENDATION:** Recommend approval of Agreement No. WD3-745-3178 for Right-of-Way Repairs with CPC Construction, Inc. in an amount not to exceed \$120,000 for one-year with options to extend up to two additional one-year periods.

7. **BACKGROUND/DISCUSSION:** Repair and maintenance of water distribution mains, service connections, valves, and hydrants often require removal of existing concrete and/or asphalt within the right-of-way. The Water Distribution Division will use this contract as needed to repair damage to City right-of-way as a result of water main break repair or maintenance of the water distribution system.

8. **EVALUATION PROCESS:** On November 8, 2012, City staff issued a bid for Right-of-Way Repairs. Notification was sent to all registered vendors. The City received four bids summarized on the attached spreadsheet. Staff is recommending award to CPC Construction, Inc.

The term of this Agreement term will be from February 1, 2013 through January 31, 2014 with options to renew for up to two additional one-year periods. The amount of this funding request is based on historic use.

9. **FINANCIAL IMPLICATIONS:**

Cost: \$120,000

Savings: N/A

Long Term Costs: N/A

| <u>Acct. No.:</u>  | <u>Fund:</u>    | <u>Program Name:</u> | <u>CIP Funded:</u> | <u>Funds:</u> |
|--------------------|-----------------|----------------------|--------------------|---------------|
| 605.3800.5332.0000 | Water Operating | Street Construction  | No                 | \$120,000     |

10. **PROPOSED MOTION:** Move to approve Agreement No. WD3-745-3178 for Right-of-Way Repairs with CPC Construction, Inc. in an amount not to exceed \$120,000 for one-year with options to extend up to two additional one-year periods.

**ATTACHMENT:** Agreement, Bid Tab

**APPROVALS**

11. Requesting Department

  
Gregg Capps, Water Resource Manager

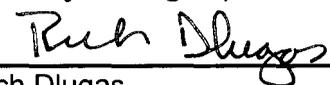
12. Department Head

  
Dave Siegel, Municipal Utilities Director

13. Procurement Officer

  
Mike Mandt

14. City Manager

  
Rich Dlugas

Right of Way Repairs - MUD  
WD3-745-3178

| Line #   | UOM | QTY   | CPC Construction |                     | R.K. Sanders |                     | Standard Construction |                     | J. Banicki Construction |                      |
|--|-----|-------|------------------|---------------------|--------------|---------------------|-----------------------|---------------------|-------------------------|----------------------|
|  |     |       | Unit Price       | Extended Price      | Unit Price   | Extended Price      | Unit Price            | Extended Price      | Unit Price              | Extended Price       |
| 1. Saw cut: per linear foot / per inch                             |     |       |                  |                     |              |                     |                       |                     |                         |                      |
| 0-2.0" deep  | LF  | 1     | \$ 5.00          | \$ 5.00             | \$ 2.00      | \$ 2.00             | \$ 2.00               | \$ 2.00             | \$ 1.00                 | \$ 1.00              |
| 2.1" - 3.0" deep   | LF  | 50    | \$ 2.00          | \$ 100.00           | \$ 2.50      | \$ 125.00           | \$ 3.00               | \$ 150.00           | \$ 1.25                 | \$ 62.50             |
| 3.1" - 4.0" deep   | LF  | 200   | \$ 2.50          | \$ 500.00           | \$ 2.50      | \$ 500.00           | \$ 4.00               | \$ 800.00           | \$ 1.50                 | \$ 300.00            |
| Greater than 4.0" deep   | LF  | 200   | \$ 3.00          | \$ 600.00           | \$ 5.00      | \$ 1,000.00         | \$ 6.00               | \$ 1,200.00         | \$ 12.00                | \$ 2,400.00          |
| 2.a. EVAC Asphalt Removal & Replacement                            |     |       |                  |                     |              |                     |                       | \$ -                |                         | \$ -                 |
| 0" to 4.0" deep, 1 - 10 sq. yd.                                    | SY  | 40    | \$ 100.00        | \$ 4,000.00         | \$ 76.00     | \$ 3,040.00         | \$ 120.00             | \$ 4,800.00         | \$ 210.00               | \$ 8,400.00          |
| 0" to 4.0" deep, 11 - 100 sq. yd.                                  | SY  | 20    | \$ 72.00         | \$ 1,440.00         | \$ 76.00     | \$ 1,520.00         | \$ 70.00              | \$ 1,400.00         | \$ 350.00               | \$ 7,000.00          |
| 4" to 8" deep, 1 - 10 sq. yd.                                      | SY  | 20    | \$ 168.00        | \$ 3,360.00         | \$ 150.00    | \$ 3,000.00         | \$ 195.00             | \$ 3,900.00         | \$ 380.00               | \$ 7,600.00          |
| 4" to 8" deep, 11 - 100 sq. yd.                                    | SY  | 20    | \$ 155.00        | \$ 3,100.00         | \$ 150.00    | \$ 3,000.00         | \$ 150.00             | \$ 3,000.00         | \$ 310.00               | \$ 6,200.00          |
| 2.b. Rubberized Asphalt Removal & Replace                          |     |       |                  |                     |              | \$ -                |                       | \$ -                |                         | \$ -                 |
| 0" to 4.0" deep, 1 - 10 sq. yd.                                    | SY  | 1     | \$ 250.00        | \$ 250.00           | \$ 300.00    | \$ 300.00           | \$ 125.00             | \$ 125.00           | \$ 3,550.00             | \$ 3,550.00          |
| 3. 2" Asphalt Cap  | SY  | 75    | \$ 26.00         | \$ 1,950.00         | \$ 40.00     | \$ 3,000.00         | \$ 28.00              | \$ 2,100.00         | \$ 175.00               | \$ 13,125.00         |
| 4. Asphalt milling up to 2" deep per sq. yd.                       | SY  | 50    | \$ 20.00         | \$ 1,000.00         | \$ 13.50     | \$ 675.00           | \$ 18.00              | \$ 900.00           | \$ 186.00               | \$ 9,300.00          |
| 5. Asphalt milling between 2.1"-4.0" deep per sq. yd.              | SY  | 50    | \$ 25.00         | \$ 1,250.00         | \$ 20.00     | \$ 1,000.00         | \$ 25.00              | \$ 1,250.00         | \$ 189.00               | \$ 9,450.00          |
| 6. Sub-base and sub-base grade removal and replacement, per cu yd. | CY  | 20    | \$ 75.00         | \$ 1,500.00         | \$ 35.00     | \$ 700.00           | \$ 105.00             | \$ 2,100.00         | \$ 335.00               | \$ 6,700.00          |
| 7. City of Chandler Uniformed Police Officer                       | EA  | 1     | \$ 3,500.00      | \$ 3,500.00         | \$ 3,500.00  | \$ 3,500.00         | \$ 3,500.00           | \$ 3,500.00         | \$ 3,500.00             | \$ 3,500.00          |
| 8. Traffic control for arterial and collector (per 24-hour day)    | DAY | 10    | \$ 300.00        | \$ 3,000.00         | \$ 600.00    | \$ 6,000.00         | \$ 380.00             | \$ 3,800.00         | \$ 1,950.00             | \$ 19,500.00         |
| 9. Traffic control for local streets (per 24-hour day)             | DAY | 15    | \$ 200.00        | \$ 3,000.00         | \$ 450.00    | \$ 6,750.00         | \$ 450.00             | \$ 6,750.00         | \$ 1,100.00             | \$ 16,500.00         |
| 10. New A/C only, 1" deep per sq. yd.                              | SY  | 50    | \$ 15.00         | \$ 750.00           | \$ 45.00     | \$ 2,250.00         | \$ 13.50              | \$ 675.00           | \$ 120.00               | \$ 6,000.00          |
| 11. Remove concrete curb & gutter (per lineal foot)                | LF  | 100   | \$ 8.00          | \$ 800.00           | \$ 5.00      | \$ 500.00           | \$ 9.50               | \$ 950.00           | \$ 18.75                | \$ 1,875.00          |
| 12. Place concrete curb & gutter (per lineal foot)                 | LF  | 100   | \$ 18.00         | \$ 1,800.00         | \$ 25.00     | \$ 2,500.00         | \$ 18.50              | \$ 1,850.00         | \$ 26.00                | \$ 2,600.00          |
| 13. Removal of concrete flatwork, 0-4" (per sq. ft.)               | SF  | 100   | \$ 1.75          | \$ 175.00           | \$ 1.00      | \$ 100.00           | \$ 1.75               | \$ 175.00           | \$ 12.00                | \$ 1,200.00          |
| 14. Removal of concrete flatwork, 4.1" - 8.0" (per sq. ft.)        | SF  | 100   | \$ 3.50          | \$ 350.00           | \$ 1.50      | \$ 150.00           | \$ 3.50               | \$ 350.00           | \$ 12.00                | \$ 1,200.00          |
| 15. Place finished concrete flatwork, 0-4" (per sq. ft.)           | SF  | 350   | \$ 4.00          | \$ 1,400.00         | \$ 6.00      | \$ 2,100.00         | \$ 4.50               | \$ 1,575.00         | \$ 21.00                | \$ 7,350.00          |
| 16. Place finished concrete flatwork, 4.1" - 8.0" (per sq. ft.)    | SF  | 200   | \$ 6.00          | \$ 1,200.00         | \$ 9.50      | \$ 1,900.00         | \$ 8.00               | \$ 1,600.00         | \$ 32.00                | \$ 6,400.00          |
| 17. Sidewalk, Per MAG Detail #230                                  | SF  | 1,000 | \$ 3.25          | \$ 3,250.00         | \$ 6.00      | \$ 6,000.00         | \$ 4.50               | \$ 4,500.00         | \$ 25.00                | \$ 25,000.00         |
| 18. Ramp, Per MAG Detail #231                                      | EA  | 3     | \$ 1,500.00      | \$ 4,500.00         | \$ 2,500.00  | \$ 7,500.00         | \$ 2,250.00           | \$ 6,750.00         | \$ 4,500.00             | \$ 13,500.00         |
| 19. Ramp, Per MAG Detail #233                                      | EA  | 3     | \$ 1,500.00      | \$ 4,500.00         | \$ 2,000.00  | \$ 6,000.00         | \$ 2,250.00           | \$ 6,750.00         | \$ 3,800.00             | \$ 11,400.00         |
| <b>Sub-Total:</b>  |     |       |                  | <b>\$ 47,280.00</b> |              | <b>\$ 63,112.00</b> |                       | <b>\$ 60,952.00</b> |                         | <b>\$ 190,113.50</b> |
| 20. General survey   | EA  | 15    | \$ 200.00        | \$ 3,000.00         | \$ 100.00    | \$ 1,500.00         | \$ 375.00             | \$ 5,625.00         | \$ 1,500.00             | \$ 22,500.00         |
| 21. Crack seal (per lineal foot)                                   | EA  | 150   | \$ 2.00          | \$ 300.00           | \$ 5.00      | \$ 750.00           | \$ 3.00               | \$ 450.00           | \$ 10.00                | \$ 1,500.00          |
| <b>Total Items 1 - 21:</b>   |     |       |                  | <b>\$ 50,580.00</b> |              | <b>\$ 65,362.00</b> |                       | <b>\$ 67,027.00</b> |                         | <b>\$ 214,113.50</b> |

**CITY OF CHANDLER SERVICES AGREEMENT  
RIGHT OF WAY REPAIRS – MUNICIPAL UTILITIES  
AGREEMENT NO.: WD3-745-3178**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and CPC Construction, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1 Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Water Resource Manager/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2 Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3 Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4 Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2 SCOPE OF WORK:** CONTRACTOR shall provide right of way repairs for the Municipal Utilities Department all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Equipment Listing (Exhibit D), Bid Bond form, Performance Bond form, and Payment Bond form (Exhibits E1-E3), required signage (Exhibits F1 – F3) are attached and incorporated herein by reference.

- 2.1 Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2 Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3 Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
- 2.4 Compliance with Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

**2.5 Warranties.**

2.6 **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.

**3 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1 **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2 **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3 **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4 **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

- 4.1. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed one hundred and twenty thousand dollars (\$120,000) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.2. Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.3. Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.4. Estimated Quantities.** Any quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.5. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.6. Price Adjustment (Annual—CPI).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a request for price adjustments in accordance with the current Consumer Price Index. CONTRACTOR must request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 4.7. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.8. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
- 5. TERM:** The term of the Contract is **one (1) year (s)**, commencing on the **1<sup>st</sup> day of February, 2013** and terminating on **January 31, 2014** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **two (2) additional terms of one year each**. CITY reserves the right, at its sole discretion, to extend the Contract for up to thirty (30) days.
- 6. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1 Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

**7.1 Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2 Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4 Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5 Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6 Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

## 8 TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-CONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.
12. **INSURANCE:**
- 12.1 **Insurance Representations and Requirements:**
1. General.
- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The

ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the [Party contracting with City]'s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

[Note: If there is no Professional Liability work or service to be performed as a part of this Agreement, the Professional Liability insurance language may not be necessary.]

- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the CONTRACTOR or if the CONTRACTOR engages in any professional services or work adjunct or residual to performing the work under this Agreement, the CONTRACTOR must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the CONTRACTOR or anyone employed by the CONTRACTOR or anyone whose acts, mistakes, errors and omissions the CONTRACTOR is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the CONTRACTOR or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
  2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
  3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.
  4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
  5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
  8. The CONTRACTOR its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years

following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

|                         |                             |                               |                          |
|-------------------------|-----------------------------|-------------------------------|--------------------------|
| In the case of the CITY |                             | In the case of the CONTRACTOR |                          |
| Contract Administrator: | <u>Water Distribution</u>   | Firm Name:                    | <u>CPC Construction</u>  |
| Contact:                | <u>Jackson Kellso</u>       | Contact:                      | <u>Troy Colby</u>        |
| Mailing Address:        | <u>PO Box 4008 – MS 911</u> | Address:                      | <u>1534 W Scott Ave</u>  |
| Physical Address:       | <u>975 E Armstrong Way</u>  | City, State, Zip              | <u>Gilbert, AZ 85233</u> |
|                         | <u>Bldg. K</u>              |                               |                          |
| City, State, Zip        | <u>Chandler AZ 85244</u>    | Phone:                        | <u>480-839-6300</u>      |
| Phone:                  | <u>480-782-3703</u>         | FAX:                          | <u>480-820-9958</u>      |
| FAX:                    | <u>480-782-3666</u>         |                               |                          |

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**15. GENERAL TERMS:**

**15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

**15.2. Performance and Payment Bonds.** Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

**15.3. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

**15.4. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

**15.5. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

**15.6. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

**15.7. Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**15.8. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_ day of \_\_\_\_\_, 2012.

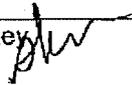
FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

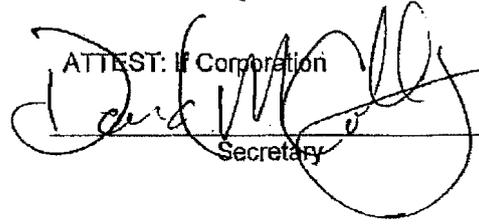
\_\_\_\_\_  
MAYOR

By:   
Signature

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

ATTEST: If Corporation

  
Secretary

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL

**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

|  |               |                  |
|--|---------------|------------------|
| <b>Contract Number: WD3-745-3178</b>     |               |                  |
| <b>Name (as listed in the contract):</b> |               |                  |
| <b>Street Name and Number:</b>           |               |                  |
| <b>City:</b>                             | <b>State:</b> | <b>Zip Code:</b> |

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date (month/day/year):** \_\_\_\_\_

**EXHIBIT B  
SCOPE OF WORK**

**1. GENERAL REQUIREMENTS:**

- 1.1 Concrete:** CONTRACTOR shall be required to provide concrete repair & maintenance services on an "as needed" basis, including the furnishing all labor, equipment, traffic control (per City of Chandler specifications) and materials required for the completion of a repair project. Work shall consist of concrete repair and replacement/ installation to include, but not be limited to, handicap ramps, driveway entrances, valve collars, alleyway entrances, curb & gutter, sidewalks, valley gutters & pans, and asphalt and base repair. Work may also consist of upgrading handicap ramps, driveway entrances, alley way entrances and sidewalks to meet current Americans with Disabilities Act (ADA) standards in compliance with 28 CFR, Part 35.150, and existing facilities. All work shall be performed in accordance with Arizona Revised Statute 34-201.C.D.
- 1.2** The CITY is mandated to provide accessibility improvements to curb ramps and driveways whenever a pavement resurfacing is done. To accomplish this requirement, CONTRACTOR shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards contained in 28 Code of Federal Regulations (CFR) Part 35.151 and "Designing Sidewalks and Trails for Access, Part 2" (Chapters 5 and 7) or as directed by Contract Administrator/designee.
- 1.3 Asphalt:** CONTRACTOR shall be required to make asphalt repairs and maintenance work in accordance with Maricopa Association of Governments (MAG) Standard Details 200 and City of Chandler specifications Detail C-110. The work may include the application of other M.A.G. and City of Chandler standard details and specifications per the most current City of Chandler and/or M.A.G. standard details and specification. CONTRACTOR shall be required to saw cut or mill all areas marked for removal prior to patching. All saw cut edges within the patch area shall receive a tack coat prior to placement of new material. Tack material for edge tacking and ABC for fill-in will be incidental to work, and cost will be included in removal/replacement if it is deemed a necessity.
- 2. MATERIALS.** CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable MAG or City of Chandler standard detail. Concrete repair and maintenance shall comply with MAG specification section 340 as applicable. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt patching shall comply with City of Chandler Standard Specification No. 3. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.
- 2.1** No work shall be completed under this Agreement without prior written approval from Contract Administrator/designee. A Notice to Proceed (NTP) via CITY e-mail will be used as approval for all work to be completed by CONTRACTOR. The NTP shall include emergency and/or routine priority. Notification of Contract Administrator/designee e-mail will be provide no later than two (2) days after NTP with the estimated date of completion listed for all routine repairs.
- 2.2** Maricopa County related projects require ½ sack slurry and T-Top per MAG specs. In addition, Maricopa County related projects are to be identified in the Notification and will require an approved Maricopa County Traffic Control Plan. Maricopa County related projects will also require a County permit and projects shall be completed within 14-days after the traffic control plan and permit are issued.
- 3. ESTIMATED QUANTITIES.** Any quantities shown on Exhibit C (attached) are estimates only, based upon available information. Payment shall be based on actual quantities. There is no guarantee as to

minimum quantity required by CITY. The CITY reserves the right to increase or decrease the actual quantities listed.

4. **NOTIFICATION OF PUBLIC.** CITY and CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Note: Contract Administrator/designee shall provide a list of email addresses to CONTRACTOR for prior notification to public. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/designee for approval prior to distribution. This information shall also be emailed to Contract Administrator/designee(s) as well as the City Inspector no later than 48-hours prior to commencing work.
5. **EXISTING UTILITIES.** CONTRACTOR shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for require outages. CONTRACTOR shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.
6. **PROTECTION OF ADJACENT PROPERTY.** CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.
7. **DEMO AND REMOVAL.** CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required.
8. **WATER FOR REPAIR AND MAINTENANCE PURPOSE.** Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.
9. **DETECTABLE WARNING.** Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the contract administrator or designee prior to installation. (See attached Exhibit D - Approved Products List).
10. **TRAFFIC CONTROL & CONSTRUCTION SIGNS.** CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7 and City of Chandler Municipal code 46-2.7.E construction sign requirements. CONTRACTOR shall submit all traffic control plans for approval by the City of Chandler Traffic Division before any work may progress. It shall be CONTRACTOR's responsibility to get an approved Traffic Control Plan in advance for every project requested under this Agreement.
11. **CLEAN UP.** All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all rubbish and excess materials after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. All parts of the work shall be left in an acceptable condition before final acceptance.
12. **NOTIFICATION OF COMPLETION.** CONTRACTOR shall send email notification to Contract Administrator/designee with the address / location and CITY tracking number when work is completed.

13. **DUST CONTROL.** CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations". CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

14. **SUB-CONTRACTOR(S).** CONTRACTOR shall provide list of subcontractor(s) that may be used in participating in carrying out the obligations of any resulting Agreement.

| <u>NAME</u> | <u>CONTACT</u> | <u>PHONE #</u> | <u>EMAIL</u> |
|-------------|----------------|----------------|--------------|
| _____       | _____          | _____          | _____        |
| _____       | _____          | _____          | _____        |
| _____       | _____          | _____          | _____        |

CONTRACTOR is responsible for following all current MAG and CITY Standard details.

| Line #   |     |             |
|--|-----|-------------|
| 1. Saw cut: per linear foot / per inch                             | UOM | Unit Price  |
| 0-2.0" deep  | LF  | \$ 5.00     |
| 2.1" – 3.0" deep   | LF  | \$ 2.00     |
| 3.1" – 4.0" deep   | LF  | \$ 2.50     |
| Greater than 4.0" deep   | LF  | \$ 3.00     |
| 2.a. EVAC Asphalt Removal & Replacement                            |     |             |
| 0" to 4.0" deep, 1 – 10 sq. yd.                                    | SY  | \$ 100.00   |
| 0" to 4.0" deep, 11 – 100 sq. yd.                                  | SY  | \$ 72.00    |
| 4" to 8" deep, 1 – 10 sq. yd.                                      | SY  | \$ 168.00   |
| 4" to 8" deep, 11 – 100 sq. yd.                                    | SY  | \$ 155.00   |
| 2.b. Rubberized Asphalt Removal & Replace                          |     |             |
| 0" to 4.0" deep, 1 – 10 sq. yd.                                    | SY  | \$ 250.00   |
| 3. 2" Asphalt Cap  | SY  | \$ 26.00    |
| 4. Asphalt milling up to 2" deep per sq. yd.                       | SY  | \$ 20.00    |
| 5. Asphalt milling between 2.1"-4.0" deep per sq. yd.              | SY  | \$ 25.00    |
| 6. Sub-base and sub-base grade removal and replacement, per cu yd. | CY  | \$ 75.00    |
| 7. City of Chandler Uniformed Police Officer                       | EA  | \$ 3,500.00 |
| 8. Traffic control for arterial and collector (per 24-hour day)    | DAY | \$ 300.00   |
| 9. Traffic control for local streets (per 24-hour day)             | DAY | \$ 200.00   |
| 10. New A/C only, 1" deep per sq. yd.                              | SY  | \$ 15.00    |
| 11. Remove concrete curb & gutter (per lineal foot)                | LF  | \$ 8.00     |
| 12. Place concrete curb & gutter (per lineal foot)                 | LF  | \$ 18.00    |
| 13. Removal of concrete flatwork, 0-4" (per sq. ft.)               | SF  | \$ 1.75     |
| 14. Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)        | SF  | \$ 3.50     |
| 15. Place finished concrete flatwork, 0-4" (per sq. ft.)           | SF  | \$ 4.00     |
| 16. Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)    | SF  | \$ 6.00     |
| 17. Sidewalk, Per MAG Detail #230                                  | SF  | \$ 3.25     |
| 18. Ramp, Per MAG Detail #231                                      | EA  | \$ 1,500.00 |
| 19. Ramp, Per MAG Detail #233                                      | EA  | \$ 1,500.00 |
| 20. General survey   | EA  | \$ 200.00   |
| 21. Crack seal (per lineal foot)                                   | EA  | \$ 2.00     |

**\*\*It is understood that CONTRACTOR shall use the most current City of Chandler and/or M.A.G. standard details and specifications.**



**EXHIBIT E1  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal,  
(hereinafter called the Principal), and the \_\_\_\_\_ a  
corporation duly organized under the laws of the State of \_\_\_\_\_,

as Surety, (hereinafter called the Surety) are held and firmly bound unto the City of Chandler as Obligee, in the sum of 10 percent (10%) of the total bid, submitted by him to the City of Chandler for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its bid for:

**RIGHT OF WAY REPAIRS – Municipal Utilities, Bid No. WD3-745-3178**

NOW, THEREFORE, if the City of Chandler shall accept the proposal of the Principal and the principal shall enter into a Contract with the City of Chandler in accordance with the terms of such proposal and give such Bonds and Certificates of Insurance as specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Bonds and Certificates of Insurance, if the Principal shall pay to the City of Chandler the sum of money set forth above as liquidated damages for failure of the Principal to enter into the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

Witness: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

Witness: \_\_\_\_\_

**EXHIBIT E2  
PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said 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 City of Chandler, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for **RIGHT OF WAY REPAIRS – Municipal Utilities, Bid No. WD3-745-3178**, 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 said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
AGENT ADDRESS

**EXHIBIT E3  
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 the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said 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 City of Chandler, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010, for **Right of Way Repairs - MUD; Bid No. WD3-745-3178**, 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 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 shall 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 shall 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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
PRINCIPAL SEAL

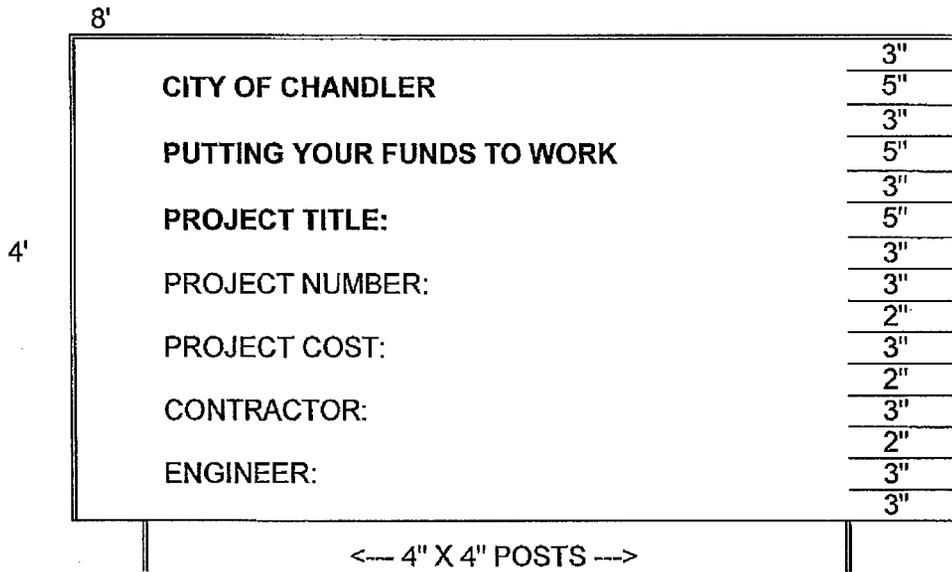
\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
AGENT ADDRESS

\_\_\_\_\_  
SURETY SEAL

**EXHIBIT F  
CONSTRUCTION SIGN DETAIL**



**NOTES:**

SIGN(S) SHALL BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS SHALL BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN SHALL BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS SHALL BE NON-REFLECTORIZED **ORANGE** BACKGROUND, AND NON-REFLECTORIZED **BLACK** LETTERS AND NUMERALS.

ONE SIGN SHALL BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN SHALL BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

**Construction signs required for work:**

Whenever any work is being done in CITY streets, easements or right of way for which approval by CITY of a traffic control plan is required, the person or persons performing such work shall maintain at the site of such work at all times during which any such work is being done, signage meeting the requirements set forth below and providing information to the public as follows:

1. If the work will take one (1) week or longer to perform, such signage shall:
  1. Be installed so that the bottom of the sign is at least seven (7) feet above grade, or as otherwise approved by CITY Transportation Engineer;
  2. Be at least 3'x5' in size or large enough to contain all the information required below, whichever is larger.
  3. Be placed in such positions that they can be read by traffic from each direction.
  4. Be colored "construction orange" with black letters.
  5. Have block letters at least 6" in height.
  6. Contain the following information: the name of the CONTRACTOR for whom the work is being performed; the name of the CONTRACTOR actually performing the work; a general description of the work to be done; the time frame within which the work will be performed, i.e. the date work will commence and the date all work will be completed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be turned by such a representative of the CONTRACTOR within 24-hours.
  
2. If the work will take less than one (1) week to perform, such signage shall:
  1. Be installed on temporary supports at an approved location;
  2. Be placed in such positions that they can be read by traffic from each direction;
  3. Be colored "construction orange" with black letters;
  4. Have block letters at least 6" in height;
  5. Contain the following information: the name of CONTRACTOR for whom the work is being performed;
  6. a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.