



**PURCHASING ITEM
FOR
PUBLIC HOUSING AUTHORITY COMMISSION**

1. Agenda Item Number:

PHAC 2

2. PHAC Meeting Date:

May 6, 2013

**TO: CHAIRMAN & COMMISSIONERS
THROUGH: CITY MANAGER**

3. Date Prepared: April 26, 2013

4. Requesting Department:
Neighborhood Resources/Housing Division

5. SUBJECT: Approve Agreement No. HO3-962-3192 for Sewer Line Cleaning & Repairs with Hoffman Southwest Corporation, DBA Roto-Rooter Service & Plumbing Company.

6. RECOMMENDATION: Recommend approval of Agreement No. HO3-962-3192 for Sewer Line Cleaning & Repairs with Hoffman Southwest Corporation, DBA Roto-Rooter Service & Plumbing Company in an amount of \$61,487 and an additional \$10,000 for contingency.

7. BACKGROUND/DISCUSSION: The Housing Division has 81 family apartment buildings that were constructed in the early 1970's. All of the buildings have underground infrastructure such as water and wastewater pipes that deteriorate over time. Due to the corrosive nature of the soils, the aging pipes and connective components, and the disposal of waste materials such as grease into the system, the sewerlines need to be cleaned, video inspected, evaluated and in a few cases, immediately repaired. The Housing Division is experiencing increased calls for service for drain stoppages. Many of these calls are after hours. Based on the video investigation of recent sewerline issues, staff has determined that many sewerlines are clogged with grease and some lines are damaged. This contract facilitates the cleaning, installation of dual cleanouts, and the video inspection of 81 apartment buildings. In addition, this contract will also address required cleaning and/or repairs of 21 scattered site single-family homes. Staff is requesting a \$10,000 contingency to address unforeseen emergency repairs that may arise during the cleaning and inspection process. These types of repairs will typically include holes or collapses in sewerlines, compromised connections or otherwise severely damaged sewerlines that were previously undetected. This project is part of Housing's Capital Improvement Program. The sewerline improvement project is one of the projects previously approved as part of the Annual Plan process by HUD.

8. EVALUATION PROCESS: On February 25, 2013 City staff issued a bid for Sewer Line Cleaning & Repairs. Notification was sent to all registered vendors. Three (3) responses were received and are listed as follows:

Hoffman Southwest- DBA Roto Rooter.	- \$ 61,487
Reddi Services	- \$ 96,300
Deer Valley Plumbing	- \$130,290

Staff is recommending award to Hoffman Southwest Corporation, DBA Roto-Rooter Service & Plumbing Company as the lowest responsive, responsible vendor. Staff is also requesting a contingency of \$10,000 for unanticipated and unforeseen conditions.

9. FINANCIAL IMPLICATIONS:

Cost:	\$61,487		
Savings:	N/A		
Long Term Cost:	N/A		
<u>Acct. No</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>Funds:</u>
5410	219	Community Development Block Grant	\$61,487 + \$10,000

10. PROPOSED MOTION: Move to approve Agreement No. HO3-962-3192 for Sewer Line Cleaning & Repairs with Hoffman Southwest Corporation, DBA Roto-Rooter Service & Plumbing Company in an amount of \$61,487 and an additional \$10,000 for contingency.

APPROVALS

11. Requesting Department


Kurt Knutson, Housing & Redevelopment Manager

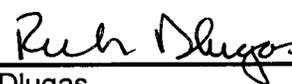
12. Department Head


Jennifer Morrison, Neighborhood Resources Director

13. Procurement Officer.


Raquel McMahon, CPPB,

14. City Manager


Rich Dlugas

**CITY OF CHANDLER SERVICES AGREEMENT
SEWER LINE CLEANING & REPAIRS
AGREEMENT NO.: HO3-962-3192**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Hoffman Southwest Corp., DBA Roto-Rooter Service & Plumbing Co., 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 Housing Project Coordinator/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 perform Sewer Cleaning and Repairs 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. Bid Bond (Exhibit D1), Performance Bond (Exhibit D2), and Payment Bond (Exhibit D3) 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 verification.
- 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. Two-Year Warranty.** CONTRACTOR must provide a two (2) 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.
4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **SIXTY ONE THOUSAND FOUR HUNDRED EIGHTY SEVEN Dollars (\$61,487.00)** 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.
 - 4.1. **Payment.** Invoices must clearly state which location has been completed, contractor's invoice shall include addresses/building numbers where applicable. No payment will be issued prior to completion of specified services and receipt of a correct invoice.

- 4.2. **Estimated Quantities.** The 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.
- 4.3. **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.
5. **Completion Time:** The work must be completed within 120 calendar days from the issuance of the Notice to Proceed.
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.
- 6.2. **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 subCONTRACTORS 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.
- 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:

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. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

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 CONTRACTOR'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.

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
 Contract Administrator: Public Housing
 Division
 Contact: Wayne McMinn
 Mailing Address: P.O. Box 4008 MS 101
 Physical Address: 235 S. Arizona Ave
 City, State, Zip Chandler, AZ 85224
 Phone: 480-782-3204
 FAX: 480-782-3220

In the case of the CONTRACTOR
 Firm Name: Hoffman Southwest Corp. DBA Roto
 Rooter Service & Plumbing Co.
 Contact: Greg Mirkowski
 Address: 23311 Madero
 City, State, Zip Mission Viejo, CA 92691
 Phone: 949-380-4161
 FAX: 949-380-0118
gmirkowski@hswcorp.com

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, videos, 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 of 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 _____, 2013.

FOR THE CITY OF CHANDLER:

Mayor

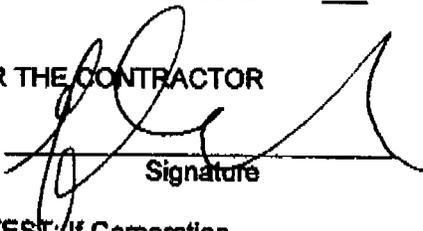
ATTEST:

City Clerk

Approved as to form:

City Attorney 

FOR THE CONTRACTOR

By: 
Signature

ATTEST: If Corporation

SEAL

Secretary

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.

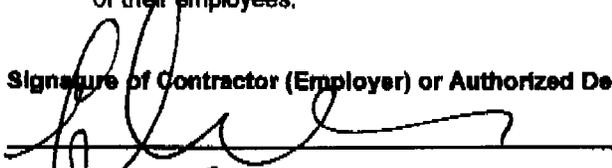
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: HO3-962-3192		
Name (as listed in the contract): Hoffman Southwest Corp., DBA Roto-Rooter Service & Plumbing Co.		
Street Name and Number: 23311 Madero		
City: Mission Viejo	State: CA	Zip Code: 92691

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: GREGORY MIRKOWSKI

Title: BRANCH MANAGER

Date (month/day/year): 4-22-13

**EXHIBIT B
SCOPE OF WORK**

SEWER LINE CLEANING, REPAIR, DUAL CLEANOUTS AND VIDEO REPORTING PROJECT

1. PROJECT SCOPE OF WORK

Contractor shall provide residential sewer line cleaning, repair and video reporting. This project involves high velocity hydro jet cleaning and video reporting of residential sewer lines at 21 occupied single-family homes with four (4) of the 21 homes requiring sewer line repairs. This project also includes the installation of four (4) inch two-way building sewer cleanouts, high velocity hydro jet cleaning and video reporting of residential sewer lines at all of the occupied apartment buildings at two (2) Public Housing apartment locations. This project also includes the installation of four (4) inch two-way building sewer cleanouts, high velocity hydro jet cleaning and video reporting of residential sewer lines at five (5) of the occupied apartment buildings at two (2) additional Public Housing apartment locations. The Contractor shall supply all materials and equipment as required to complete the work in a complete and professional manner.

This project is funded by the Department of Housing & Urban Development (HUD). The selected Contractor shall comply with the HUD requirements as noted in the HUD documents included as part of this bid packet. This is a Labor Standards Act, Davis-Bacon wage rate project.

2. WORK UNDER THIS CONTRACT

The work under this contract will be performed at 21 scattered single family home sites and at four (4) Public Housing multi-family complexes identified in the "Site Information" Exhibit D.

At the scattered single family home sites, the sewer lines shall be cleaned using high velocity hydro jet cleaning equipment from the furthest plumbing fixture in the dwelling (under the slab) to the City sewer connection/main. The equipment, tools and techniques used shall be based on the condition of the lines at the commencement of work. The cleaning equipment shall be capable of removing all dirt, grease, mineral deposits and roots from the sewer lines. The Contractor shall remove all dirt, grease, mineral deposits and roots from the sewer lines and restore sewer lines to 90% of its original diameter.

Upon completion of jet cleaning, the Contractor will re-inspect the sewer lines making sure the jet cleaning was successful, verify all drain lines and vents are open and fully functional and then provide a copy of the color video, along with a written report detailing the type and location of any damage discovered to the Contract Administrator.

The single family home sites have existing three (3) inch two-way cleanouts outside the homes with locations indicated in Exhibit D. The lateral sewer lines are three (3) and four (4) inches in diameter, the exact size at each location is unknown. The lengths of sewer lines listed in Exhibit D are approximate lengths, and the Contractor is responsible for determining exact lengths for bidding purposes.

The buildings identified in Exhibit D for the four (4) Public Housing apartment complexes shall have the existing exterior one way cleanouts removed and four (4) inch two way cleanouts installed in their place. The approximate depth of the sewer lines at the existing cleanout location is four (4) feet and the existing sewer lines are cast iron. The lengths of sewer lines listed in the exhibit are approximate lengths, and the Contractor is responsible for determining exact lengths for bidding purposes.

After the exterior cleanouts are installed, inspected and backfilled, the sewer lines shall be cleaned using high velocity hydro jet cleaning equipment from the furthest plumbing fixture in the dwelling (under the slab) to the City sewer connection or sewer main. The equipment, tools and techniques used shall be based on the condition of the lines at the commencement of work. The cleaning

equipment shall be capable of removing all dirt, grease, mineral deposits and roots from the sewer lines. The Contractor shall remove all dirt, grease, mineral deposits and roots from the sewer lines and restore sewer lines to 90% of its original diameter.

Upon completion of jet cleaning, Contractor will re-inspect the sewer lines making sure the jet cleaning was successful, verify all drain lines and vents are open and fully functional and then provide a copy of the color video and detailed clean-out location map, along with a written report detailing the type and location of any damage discovered to the Project Coordinator.

PDF files of the site utility plans for the Public Housing apartment complexes have been attached for reference only.

Sewer line repairs shall be made at the single family sites indicated below. The exact location of the repairs must be determined by the Contractor prior to excavation.

- A. 1990 N. Iowa Street - Remove and replace an 18 foot section of the existing building sewer line starting approximately five (5) feet from the exterior cleanout. The approximate depth of the sewer line at the clean out is four (4) feet. The new sewer line shall be four (4) inch schedule 40 ABS-DWV pipe. Backfill material and compaction must meet the current City plumbing code.
- B. 2112 N. Tamarisk Street - Remove and replace an 18 foot section of the existing building sewer line starting approximately eight (8) feet from the exterior cleanout. The approximate depth of the sewer line at the clean out is four (4) feet. The new sewer line shall be four (4) inch schedule 40 ABS-DWV pipe. Backfill material and compaction must meet the current City plumbing code.
- C. 2154 W. Butler Dr. - Remove and replace a 16 foot section of the existing building sewer line starting approximately 22 feet from the exterior cleanout. The approximate depth of the sewer line at the clean out is four (4) feet. The new sewer line shall be four (4) inch schedule 40 ABS-DWV pipe. Backfill material and compaction must meet the current City plumbing code.
- D. 538 W. Harrison - Remove and replace the existing building sewer line from exterior cleanout to the property line. The approximate length of the sewer line replacement is 70 feet. The approximate depth of the sewer line at the clean out is four (4) feet. The new sewer line shall be four (4) inch schedule 40 ABS-DWV pipe. Backfill material and compaction must meet the current City plumbing code

3. ADDITIONAL WORK

The same scope plumbing work shall be performed on the remaining apartment buildings at one or two of the Public Housing multi-family complexes. The site information for the remaining apartment complexes is in Exhibit D under, "Additional Work 73 South Hamilton Street" and, "Additional Work 660 South Palm Lane".

The buildings identified in Exhibit D shall have the existing exterior one way cleanouts removed and four (4) inch two way cleanouts installed in their place. The approximate depth of the sewer lines at the existing cleanout locations is four (4) feet and the existing sewer lines are cast iron. The lengths of sewer lines listed in the exhibit are approximate lengths, and the Contractor is responsible for determining exact lengths for bidding purposes.

After the exterior cleanouts are installed, inspected and backfilled, the sewer lines shall be cleaned using high velocity hydro jet cleaning equipment from the furthest plumbing fixture in the dwelling (under the slab) to the City sewer connection or sewer main. The equipment, tools and techniques used shall be based on the condition of the lines at the commencement of work. The cleaning equipment shall be capable of removing all dirt, grease, mineral deposits and roots from the sewer

lines. The Contractor shall remove all dirt, grease, mineral deposits and roots from the sewer lines and restore sewer lines to 90% of its original diameter.

Upon completion of jet cleaning, Contractor will re-inspect the sewer lines making sure the jet cleaning was successful, verify all drain lines and vents are open and fully functional and then provide a copy of the color video and detailed clean-out location map, along with a written report detailing the type and location of any damage discovered to the Contract Administrator.

PDF files of the site utility plans for the Public Housing apartment complexes have been attached for reference only.

4. HYDRO JET CLEANING EQUIPMENT

- A. Contractor will provide hydro jet cleaning equipment of correct type and size to properly clean existing sewer line pipes, so as to return the inside diameter to no less than 90% of its original diameter.
- B. In order to meet all the requirements of these specifications, it is highly recommended that Hydro-Jetting equipment used on this project should have the abilities to do the following:
 - a. Provide at least 3,000 PSI with a minimum of 10 gallons per minute jet water volume.
 - b. Be able to incorporate commercial degreaser into the lines as they are being jet cleaned.
 - c. Incorporate jet nozzles capable of scouring the interior wall of the pipes.
 - d. Use multiple front jet nozzles.
 - e. Be able to remove roots.

5. EVALUATIONS, VIDEOS AND REPORTS

All evaluations and reports shall be in typed form, listing locations, concerns, recommendations, and measurements. Videos must be color, of good quality, and contain narration describing areas and locations of concern and the building address. The Contractor will also provide a digital (CD) copy of each video inspection to the Project Coordinator.

6. TWO WAY CLEANOUT INSTALLATION

- A. The Contractor shall use all new schedule 40 ABS fittings and materials.
- B. The two way cleanouts shall be four (4) inch, U type and constructed of two ABS-DWV Long Turn Tee Wyes, two risers, two ABS-DWV threaded female adapters and two ABS-DWV threaded plugs.
- C. The existing cleanouts are approximately four (4) feet below grade.
- D. The cleanout risers shall be extended to grade level.
- E. Apply a liberal amount of waterproof grease to the threaded portion of the cap or plug before threading it into the adjoining fitting.
- F. The installation and materials must meet the current City plumbing code.
- G. Backfill material and compaction must meet the current City plumbing code.
- H. Excavation soil must be kept separate from landscape materials.

- I. The Contractor will return the landscape to its original condition.
- J. The Contractor will remove any extra soil and landscape material from the site.
- K. The Contractor will remove all work related debris from yards, sidewalks, and driveways.
- L. The Contractor will record the location of the new cleanouts.

7. LOCATION(S) OF PROJECT

The addresses for the single family home sites and the Public Housing apartment complexes are listed in the, "Site Information" Exhibit D. All buildings are located within the City of Chandler.

8. PERMITS, ENGINEERING AND DRAWINGS

The Contractor is responsible for obtaining permits required for the installation of building sewer cleanouts and for replacement building sewer lines from the City of Chandler. Any fees and required documentation associated with obtaining permits shall be the Contractor's responsibility and included in the bid price. It shall be the Contractor's responsibility to schedule required inspections and closeout permits. Copies of permits, inspection records and building permit closeout documents shall be submitted to the Contract Administrator. The Contractor shall at its expense correct any portion of the work that does not pass inspection(s).

9. RESIDENT NOTIFICATION

Prior to starting any work, the selected Contractor must notify each resident, in writing, a minimum of 48 hours in advance, prior to entering his or her property. This will be accomplished with either a 3-part door hanger in both English and Spanish to be left on each door accessible from the front of the property, or a mailed letter in both English and Spanish. If a mailed letter is used, the Contractor must allow for sufficient transit time. Door hanger or letter will include the following information: Reference Type Work Being Done, Notice Date, Project Address, Project Start Date, Project Completion Date, Work Hours, Special Instructions, Name, Address and Phone Number of Company, Contact Person, and 24 Hour Emergency Phone Number. The door hanger or letter must be pre-approved by the Contract Administrator prior to being used. A copy of each door hanger or letter will be provided to the Contract Administrator.

Failure to properly notify each resident could result in cancelation of contract.

10. WORK SCHEDULE

- A. The selected Contractor will only be allowed to work at these locations Monday through Friday between the hours of 7:00 AM to 4:00 PM, and no City holidays. Exceptions would be on work deemed as an emergency or requiring immediate attention by the Contract Administrator.
- B. These are occupied units with children. The Contractor will be required to remove all equipment, materials, and debris from the site on a daily basis. Work will need to be scheduled and coordinated in a timely manner so no home is left overnight or weekends without a functioning sewer line.

11. CONTRACTOR QUALIFICATIONS

- A. The Contractor shall have either have an Arizona Registrar of Contractors dual K-37 plumbing licenses or both the L-37 and the C-37R plumbing license. The contractor shall have a minimum of five (5) years of experience as a licensed Arizona plumber.

12. QUALITY CONTROL

- A. All material shall be new and of the specified quality.
- B. Contractor will install all material per manufacturer's recommendations, specifications, and code requirements.
- C. It will be the Contractor's responsibility to provide, remove and replace any rejected materials or workmanship at the Contractors expense.
- D. The Contract Administrator shall have the authority to reject any material or workmanship that he/she feels is not within code, specified type, or quality as specified in these bid documents. The Contractor will correct or replace rejected work at no additional expense to the City.
- E. Contractor will have supervisor on site during operations who has the ability to answer questions or complaints, and the authority to make independent decisions on short notice.

13. SPECIAL CONSIDERATIONS AND CONTRACTOR RESPONSIBILITIES

- A. Contractor must take necessary safety precautions to prevent any work related safety hazards for residents.
- B. Coordination and scheduling of work so as to have a functioning sewer line at the end of each day.
- C. Repair any damage to City property caused by the Contractor or Sub-Contractor(s) associated with this project, at the Contractor's expense.
- D. Repair any damage to resident/tenant property caused by the Contractor or Sub-Contractor(s) associated with this project, at the Contractor's expense.
- D. Protect all landscape during construction. The Contractor will be responsible for repairing or replacing any landscape material (i.e. granite, sod, shrubs, bushes, trees, sidewalks, edging, etc.) damaged, moved, contaminated or removed during this project.
- E. The Contractor will be responsible for immediately notifying the Contract Administrator of any damage caused by the Contractor during contract activities.
- B. The Contractor is responsible for any required changes and/or upgrades to bring the installation or repair up to the current plumbing code.
- C. The Contractor will repair or replace, texture to match, and paint/finish to match any material removed to access sewer or vent lines.

14. CLEANUP

All debris will be removed from the site on a daily basis. City dumpsters and/or resident trash containers will not be used for disposal of any construction related material. It is the Contractor's responsibility to dispose of all material in an approved and lawful method. The only exception is for excavated materials that will be reused for fill.

15. SAFETY AND SITE PROTECTION

- A. It shall be the Contractor's responsibility to call Arizona Blue Stake and have utilities located prior to any excavation.
- B. A portion of the project occurs on occupied public housing sites and the protection of the residents at those sites is essential. It is the responsibility of the Contractor to secure and make safe (by whatever means necessary) each unit/building and surrounding building exterior excavation area during construction, with the least inconvenience possible to the resident.
- C. The Contractor will not cause a residents vehicle to be blocked.
- D. The Contractor will adhere to all safety applications as recommended by the equipment manufacturer(s).
- E. The Contractor will adhere to applicable OSHA regulations.
- F. The Contractor will secure, barricade and provide necessary safety signage for excavation and trenches in accordance with OSHA regulations.

16. EXTRA WORK

In accordance with the General Conditions and when authorized in writing by the Contract Administrator, extra work may be ordered. The Contract Administrator will require a written quote for the extra work before proceeding. Claims for additional compensation, on account of extra work, may not be recognized unless the Contract Administrator has authorized such extra work in advance and in writing. Invoices for material shall support claims for extra work and time for labor.

17. PRODUCT & WORKMANSHIP WARRANTY

The Contractor shall provide in writing a full warranty on installed work, agreeing to repair or replace any defective work and/or materials, at no additional cost to the City for a period of two (2) years. This warranty will begin at the completion of the entire project.

18. DAVIS-BACON AND PROJECT RECORD DOCUMENTS

- A. Current Certified Payroll Reports and summary sheets are due weekly.
- B. All employees of the Contractor and/or Sub-Contractor(s) will be subject to a Federal Labor Standards Employee Interview.

19. CONTRACTOR'S USE OF PREMISES

- A. The Contractor will not have any overnight material storage on site.
- B. The Contractor shall provide his/her own storage facilities.

- C. The Contractor shall furnish restroom facilities for himself and/or Sub-Contractors, or make other arrangements with workers as where to report for restroom facilities. Resident and Headstart restrooms are not to be used.
 - D. The Contractor shall provide his/her own power for equipment and tools. Residents pay for their own electricity therefore the use of onsite electricity/outlets is not permitted.
20. These Construction Documents, and the joint and the several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:
- a. William-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596; and
 - b. Part 1910 – Occupational Safety & Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; and
 - c. Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

END OF SPECIFICATIONS

**EXHIBIT C
HO3-962-3192
PRICING**

AREA A: Single Family Home Sites			
Address	Work @ Site	Approximate Sewer Line Length (Feet)	Cost to Clean Sewer Lines and Provide Video (and repair where applicable)
1190 W. Oakland St.	Jet Clean and Video Reporting	90	\$149.00
1750 W. Mariposa Ct.	Jet Clean and Video Reporting	85	\$149.00
1990 N. Iowa St.	Remove and Replace 18 feet of sewer line, Jet Clean and Video Reporting	80	\$2,384.00
2004 W. Tyson St.	Jet Clean and Video Reporting	95	\$149.00
2112 N. Tamarisk St.	Remove and Replace 18 feet of sewer line, Jet Clean and Video Reporting	85	\$2,384.00
2154 W. Butler	Remove and Replace 16 feet of sewer line, Jet Clean and Video Reporting	65	\$2,384.00
223 S. 132 nd St.	Remove Roots approx. 25 feet from Cleanout, Jet Clean and Video Reporting	75	\$149.00
2513 E. Commonwealth Cir	Jet Clean and Video Reporting	100	\$149.00
2617 E. Commonwealth Cir	Jet Clean and Video Reporting	105	\$149.00
298 N. Nebraska St.	Jet Clean and Video Reporting	95	\$149.00
3 S. Hamilton St.	Jet Clean and Video Reporting	90	\$149.00
336 N. Apache Dr.	Jet Clean and Video Reporting	100	\$149.00
401 S. Palm Lane	Jet Clean and Video Reporting	95	\$149.00
411 S. Palm Lane	Remove Roots approx. 20 feet from Cleanout, Jet Clean and Video Reporting	60	\$149.00
527 W. Monterey St.	Jet Clean and Video Reporting	105	\$149.00
53 S. Hamilton St.	Jet Clean and Video Reporting	90	\$149.00

538 W. Harrison St.	Remove and Replace 65 feet of sewer line, Jet Clean and Video Reporting	95	\$2,585.00
786 N. Meadows	Jet Clean and Video Reporting	90	\$149.00
864 N. California	Jet Clean and Video Reporting	80	\$149.00
869 N. Alma School	Jet Clean and Video Reporting	95	\$149.00
95 S. 132 nd	Jet Clean and Video Reporting	80	\$149.00
Area A Total			\$12,270.00
Area B: Public Housing Multi Family Complex 130 N. Hamilton St.			
Address/Location	Work @ Site	Approximate Sewer Line Length (Feet)	Cleanout, Clean & Video Cost
Building # 002001	Install two-way cleanout, Jet Clean & Video	110	\$623.00
Building # 002002	Install two-way cleanout, Jet Clean & Video	105	\$623.00
Building # 002003	Install two-way cleanout, Jet Clean & Video	60	\$623.00
Building # 002004	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002005	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002006	Install two-way cleanout, Jet Clean & Video	120	\$623.00
Building # 002007	Install two-way cleanout, Jet Clean & Video	75	\$623.00
Building # 002008	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002009	Install two-way cleanout, Jet Clean & Video	100	\$623.00
Building # 002010	Install two-way cleanout, Jet Clean & Video	40	\$623.00
Building # 002011	Install two-way cleanout, Jet Clean & Video	40	\$623.00

Building # 002012	Install two-way cleanout, Jet Clean & Video	120	\$623.00
Building # 002013	Install two-way cleanout, Jet Clean & Video	45	\$623.00
Building # 002015	Install two-way cleanout, Jet Clean & Video	45	\$623.00
Building # 002016	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 002018	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 002019	Install two-way cleanout, Jet Clean & Video	95	\$623.00
Building # 002020	Install two-way cleanout, Jet Clean & Video	90	\$623.00
Building # 002021	Install two-way cleanout, Jet Clean & Video	50	\$623.00
Building # 002022	Install two-way cleanout, Jet Clean & Video	90	\$623.00
Building # 002023	Install two-way cleanout, Jet Clean & Video	70	\$623.00
Building # 002024	Install two-way cleanout, Jet Clean & Video	135	\$623.00
Building # 002025	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002026	Install two-way cleanout, Jet Clean & Video	55	\$623.00
Building # 002027	Install two-way cleanout, Jet Clean & Video	110	\$623.00
Building # 002028	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002029	Install two-way cleanout, Jet Clean & Video	130	\$623.00
			\$16,821.00
Area B Total			

Area C: Public Housing Multi-Family Complex 210 N. McQueen Rd.			
Address/Location	Work @ Site	Approximate Sewer Line Length (Feet)	Cleanout, Clean & Video Cost
Building # 002031	Install two-way cleanout, Jet Clean & Video	40	\$623.00
Building # 002032	Install two-way cleanout, Jet Clean & Video	95	\$623.00
Building # 002033	Install two-way cleanout, Jet Clean & Video	105	\$623.00
Building # 002034	Install two-way cleanout, Jet Clean & Video	60	\$623.00
Building # 002035	Install two-way cleanout, Jet Clean & Video	45	\$623.00
Building # 002036	Install two-way cleanout, Jet Clean & Video	50	\$623.00
Building # 002037	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 002038	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 002039	Install two-way cleanout, Jet Clean & Video	65	\$623.00
Building # 002041	Install two-way cleanout, Jet Clean & Video	65	\$623.00
Building # 002042	Install two-way cleanout, Jet Clean & Video	50	\$623.00
Building # 002043	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002044	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 002045	Install two-way cleanout, Jet Clean & Video	70	\$623.00
Building # 002046	Install two-way cleanout, Jet Clean & Video	60	\$623.00
Building # 002047	Install two-way cleanout, Jet Clean & Video	70	\$623.00

Building # 002048	Install two-way cleanout, Jet Clean & Video	105	\$623.00
Building # 002049	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 002050	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Area C Total			\$11,837.00
Area D: Public Housing Multi-Family Complex 73 S. Hamilton St.			
Address/Location	Work @ Site	Approximate Sewer Line Length (Feet)	Cleanout, Clean & Video Cost
Building # 003002	Install two-way cleanout, Jet Clean & Video	70	\$623.00
Building # 003003	Install two-way cleanout, Jet Clean & Video	105	\$623.00
Building # 003011	Install two-way cleanout, Jet Clean & Video	110	\$623.00
Area D Total			\$1,869.00
Area E: Public Housing Multi-Family Complex 660 S. Palm Lane			
Address/Location	Work @ Site	Approximate Sewer Line Length (Feet)	Cleanout, Clean & Video Cost
Building # 003032	Install two-way cleanout, Jet Clean & Video	120	\$623.00
Building # 003036	Install two-way cleanout, Jet Clean & Video	115	\$623.00
Area E Total			\$1,248.00
Area F: Public Housing Multi-Family Complex 73 S. Hamilton St. (Additional Work)			
Address/Location	Work @ Site	Approximate Sewer Line Length (Feet)	Cleanout, Clean & Video Cost
Building # 003001	Install two-way cleanout, Jet Clean & Video	110	\$623.00
Building # 003004	Install two-way cleanout, Jet Clean & Video	50	\$623.00
Building # 003005	Install two-way cleanout, Jet Clean & Video	140	\$623.00

Building # 003006	Install two-way cleanout, Jet Clean & Video	60	\$623.00
Building # 003007	Install two-way cleanout, Jet Clean & Video	90	\$623.00
Building # 003008	Install two-way cleanout, Jet Clean & Video	150	\$623.00
Building # 003009	Install two-way cleanout, Jet Clean & Video	60	\$623.00
Building # 003010	Install two-way cleanout, Jet Clean & Video	75	\$623.00
Building # 003012	Install two-way cleanout, Jet Clean & Video	65	\$623.00
Building # 003013	Install two-way cleanout, Jet Clean & Video	95	\$623.00
Building # 003014	Install two-way cleanout, Jet Clean & Video	50	\$623.00
Building # 003015	Install two-way cleanout, Jet Clean & Video	100	\$623.00
Building # 003016	Install two-way cleanout, Jet Clean & Video	55	\$623.00
Building # 003017	Install two-way cleanout, Jet Clean & Video	125	\$623.00
Building # 003020	Install two-way cleanout, Jet Clean & Video	95	\$623.00
Building # 003021	Install two-way cleanout, Jet Clean & Video	145	\$623.00
Building # 003022	Install two-way cleanout, Jet Clean & Video	65	\$623.00
Area F Total			\$10,581.00
Area G: Public Housing Multi Family Complex 660 S. Palm Lane			
Address/Location	Work @ Site	Approximate Sewer Line Length (Feet)	Cleanout, Clean & Video Cost
Building # 003023	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 003024	Install two-way cleanout, Jet Clean & Video	90	\$623.00

Building # 003025	Install two-way cleanout, Jet Clean & Video	55	\$623.00
Building # 003027	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 003028	Install two-way cleanout, Jet Clean & Video	65	\$623.00
Building # 003029	Install two-way cleanout, Jet Clean & Video	80	\$623.00
Building # 003030	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 003034	Install two-way cleanout, Jet Clean & Video	150	\$623.00
Building # 003035	Install two-way cleanout, Jet Clean & Video	130	\$623.00
Building # 003037	Install two-way cleanout, Jet Clean & Video	85	\$623.00
Building # 003038	Install two-way cleanout, Jet Clean & Video	55	\$623.00
Area G Total			\$8,853.00
Area A Total			\$12,270.00
Area B Total			\$16,821.00
Area C Total			\$11,837.00
Area D Total			\$1,869.00
Area E Total			\$1,248.00
Total Areas A-E			\$44,043.00
Area F Total			\$10,591.00
Area G Total			\$8,853.00
Total Areas F-G			\$17,444.00
Grand Total			\$61,487.00

EXHIBIT D SITE INFORMATION
SITE INFORMATION
CITY OF CHANDLER, HOUSING & REDEVELOPMENT
SEWER LINE CLEANING, VIDEO, REPAIR & CLEANOUT PROJECT

SINGLE FAMILY HOME SITES

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	Work at Site
1190 W. Oakland St.	Front	90	Jet Clean and Video Reporting
1750 W. Mariposa Ct.	Front	85	Jet Clean and Video Reporting
1990 N. Iowa St.	Front	80	Remove and Replace 18 feet of sewer line, Jet Clean and Video Reporting
2004 W. Tyson St.	Front	95	Jet Clean and Video Reporting
2112 N. Tamarisk St.	Front	85	Remove and Replace 18 feet of sewer line, Jet Clean and Video Reporting
2154 W. Butler	Front	65	Remove and Replace 16 feet of sewer line, Jet Clean and Video Reporting
223 S. 132 nd St.	Back	75	Remove Roots approx. 25 feet from Cleanout, Jet Clean and Video Reporting
2513 E. Commonwealth Cir	West Side	100	Jet Clean and Video Reporting
2617 E. Commonwealth Cir	Back	105	Jet Clean and Video Reporting
298 N. Nebraska St.	Back	95	Jet Clean and Video Reporting
3 S. Hamilton St.	South Side	90	Jet Clean and Video Reporting
336 N. Apache Dr.	Back	100	Jet Clean and Video Reporting
401 S. Palm Lane	South Side	95	Jet Clean and Video Reporting
411 S. Palm Lane	South Side	60	Remove Roots approx. 20 feet from Cleanout, Jet Clean and Video Reporting
527 W. Monterey St.	Back	105	Jet Clean and Video Reporting
53 S. Hamilton St.	Front	90	Jet Clean and Video Reporting
538 W. Harrison St.	Front	95	Remove and Replace 65 feet of sewer line, Jet Clean and Video Reporting
786 N. Meadows	Front	90	Jet Clean and Video Reporting
864 N. California	Front	80	Jet Clean and Video Reporting
869 N. Alma School	Back	95	Jet Clean and Video Reporting
95 S. 132 nd	Front	80	Jet Clean and Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

EXHIBIT D SITE INFORMATION (continued)

Public Housing Multi-family Complex - 130 North Hamilton Street

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	PROBLEM & COMMENT
Building # 002001 (units 1-4)	North Side	110	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002002 (unit 5)	North Side	105	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002003 (units 6 & 7)	North Side	60	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002004 (unit 8)	West Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002005 (unit 9)	North Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002006 (units 10-13)	East Side	120	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002007 (units 14 & 15)	East Side	75	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002008 (unit 16)	South Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002009 (units 17-20)	South Side	100	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002010 (unit 21)	East Side	40	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002011 (unit 22)	West Side	40	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002012 (unit 23)	South Side	120	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002013 (units 24 & 25)	West Side	45	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002015 (units 27 & 28)	West Side	45	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002016 (units 29 & 30)	East Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002018 (units 32 & 33)	East Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002019 (unit 34)	North Side	95	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002020 (units 35-38)	North Side	90	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002021 (unit 39)	North Side	50	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002022 (unit 40)	East Side	90	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002023 (units 41 & 42)	East Side	70	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002024 (units 43-46)	East Side	135	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002025 (unit 47)	South Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002026 (unit 48)	West Side	55	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002027 (unit 49)	South Side	110	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002028 (units 51-52)	South Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002029 (units 52-54)	South Side	130	Install two-way cleanout, Jet Clean & Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

EXHIBIT D SITE INFORMATION (continued)

Public Housing Multi-family Complex - 210 North McQueen Road

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	PROBLEM & COMMENT
Building # 002031 (Unit 2)	North Side	40	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002032 (Unit 3)	East Side	95	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002033 (Units 4-7)	North Side	105	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002034 (Unit 8)	North Side	60	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002035 (Units 9 & 10)	East Side	45	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002036 (Unit 11)	East Side	50	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002037 (Units 12-15)	East Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002038 (Units 16 & 17)	West Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002039 (Units 18 & 19)	East Side	65	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002041 (Units 21 & 22)	East Side	65	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002042 (Unit 23)	East Side	50	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002043 (Units 24-27)	East Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002044 (Units 28 & 29)	West Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002045 (Units 30 & 31)	West Side	70	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002046 (Unit 32)	South Side	60	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002047 (Unit 33)	East Side	70	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002048 (Units 34-37)	South Side	105	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002049 (Unit 38)	South Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 002050 (Units 39 & 40)	East Side	80	Install two-way cleanout, Jet Clean & Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

EXHIBIT D SITE INFORMATION (continued)

EXHIBIT D SITE INFORMATION (continued)

Public Housing Multi-family Complex - 73 South Hamilton Street

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	PROBLEM & COMMENT
Building # 003002 (Unit 2 & 3)	East Side	70	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003003 (Units 4-7)	South Side	105	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003011 (Units 20 & 21)	South Side	110	Install two-way cleanout, Jet Clean & Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

Public Housing Multi-family Complex - 660 South Palm Lane

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	PROBLEM & COMMENT
Building # 003032 (Units 13-16)	East Side	120	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003036 (Units 25-28)	East Side	115	Install two-way cleanout, Jet Clean & Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

EXHIBIT D SITE INFORMATION (continued)

ADDITIONAL WORK

Public Housing Multi-family Complex - 73 South Hamilton Street

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	PROBLEM & COMMENT
Building # 003001 (Unit 1)	North Side	110	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003004 (Unit 8)	South Side	50	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003005 (Units 9 & 10)	West Side	140	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003006 (Units 11 & 12)	North Side	60	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003007 (Units 13-16)	North Side	90	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003008 (Unit 17)	East Side	150	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003009 (Unit 18)	North Side	60	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003010 (Unit 19)	East Side	75	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003012 (Unit 22)	West Side	65	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003013 (Units 23-26)	North Side	95	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003014 (Unit 27)	South Side	50	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003015 (Units 28-31)	South Side	100	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003016 (Unit 32)	East Side	55	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003017 (Units 33-36)	West Side	125	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003020 (Unit 38)	West Side	95	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003021 (Unit 39)	East Side	145	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003022 (Units 40&41)	North Side	65	Install two-way cleanout, Jet Clean & Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

EXHIBIT D SITE INFORMATION (continued)

ADDITIONAL WORK

Public Housing Multi-family Complex - 660 South Palm Lane

ADDRESS	Clean Out Location	Approximate Sewer Line Length (feet)	PROBLEM & COMMENT
Building # 003023 (Unit 1)	South Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003024 (Unit 2)	West Side	90	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003025 (Unit 3)	South Side	55	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003027 (Unit 5)	North Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003028 (Unit 6)	West Side	65	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003029 (Unit 7)	North Side	80	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003030 (Unit 8)	South Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003034 (Units 19-22)	East Side	150	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003035 (Units 23 & 24)	North Side	130	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003037 (Units 29-32)	North Side	85	Install two-way cleanout, Jet Clean & Video Reporting
Building # 003038 (Units 33)	North Side	55	Install two-way cleanout, Jet Clean & Video Reporting

NOTE: The approximate sewer line length is the distance from the most remote dwelling fixture to the City connection.

**EXHIBIT E1
BID BOND**

**ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28,34 AND 41.
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid 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 offices in _____, 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, held and firmly bound unto _____, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:

SEWER LINE CLEANING & REPAIRS/REPLACEMENT HO3-962-3192

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise to remain in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2013.

Principal

SEAL SURETY

By: _____

By: _____
Attorney-in-Fact SEAL

Its: _____

AGENCY OF RECORD

AGENCY ADDRESS

**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 SEWER LINE CLEANING & REPAIRS/REPLACEMENT - HO3-962-3192, 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 _____, 2013.

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 _____, 2013, for **SEWER LINE CLEANING & REPAIRS/REPLACEMENT HO3-962-3192**, 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 _____, 2013.

AGENT OF RECORD

PRINCIPAL SEAL

AGENT ADDRESS

BY _____

SURETY SEAL