



**PURCHASING ITEM
FOR
PUBLIC HOUSING AUTHORITY COMMISSION**

1. Agenda Item Number:

PHAC 2

2. PHAC Meeting Date:

June 24, 2013

TO: CHAIRMAN & COMMISSIONERS

3. Date Prepared: June 10, 2013

THROUGH: CITY MANAGER

4. Requesting Department:

City Manager / Neighborhood Resources

5. SUBJECT: Approve Agreement No. HO3-910-3252 for Roof Replacements at Family Sites for Public Housing with Diversified Roofing Corporation, in the amount of \$257,673.26.

6. RECOMMENDATION: Recommend approving Agreement No. HO3-910-3252 for Roof Replacements at Family Sites for Public Housing with Diversified Roofing Corporation in the amount of \$257,673.26.

7. HISTORICAL BACKGROUND/DISCUSSION: The Housing Division has 86 family apartment and common buildings that were constructed in the early 1970's. All of the buildings have wood structural components such as fascia, drip board, plywood decking and roofing materials that deteriorate over time. Due to the intense heat of our climate and the aging condition of the wood components, many of these roofs and the supporting wood products have deteriorated to the point that they can no longer be repaired in a cost effective manner. This contract facilitates the replacement of the roofing materials and related damaged decking and trim elements on 36 buildings. This project is part of Housing's Capital Improvement Program. The roofing replacement project is one of the projects previously approved in Housing's Annual Plan by the U.S. Department of Housing and Urban Development.

8. EVALUATION PROCESS: On May 13, 2013, City staff issued an Invitation for Bids for Roof Replacements at Family Sites for the Housing and Redevelopment Division. The Bid was advertised and all registered vendors were notified. The City received nine (9) responses as follows:

Diversified Roofing - \$257,673.26	Roofing Southwest - \$302,836.89	Jim Brown & Sons - \$324,755.97
Contract West - \$383,099.73	ANM Roofing - \$263,252.89	Goldstein & Luera - \$588,035.00
VIP Roofing - \$289,502.22	Starkweather - \$384,390.20	Orangutan Services - \$208,269.00

Staff is recommending award to Diversified Roofing as the lowest responsible, responsive vendor in an amount of \$257,673.26. Orangutan Services was deemed non-responsive because they did not submit the required bid bond with their submittal.

9. FINANCIAL IMPLICATIONS: Funding for this project will be derived from various federal HUD capital and community development grants.

Account Numbers: 219.4700.6211 and 234.4650.6211

10. PROPOSED MOTION: Move to approve Agreement No. HO3-910-3252 for Roof Replacements at Family Sites for Public Housing with Diversified Roofing Corporation in the amount of \$257,673.26.

ATTACHMENT: Agreement

APPROVALS

11. Requesting Department

Kurt Knutson
Kurt Knutson, Housing & Redevelopment Manager

12. Department Head

Jennifer Morrison
Jennifer Morrison, Neighborhood Resources Director

13. Procurement Officer

Raquel McMahon
Raquel McMahon, CPPB

14. City Manager

Rich Dlugas
Rich Dlugas, City Manager

**CITY OF CHANDLER SERVICES AGREEMENT
ROOFING REPLACEMENT FAMILY SITES PHA-CDBG
AGREEMENT NO.: HO3-910-3252**

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 Diversified Roofing Corporation, 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 complete Family Sites Roofing Replacements 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.
- 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. **Two-Year Warranty.** CONTRACTOR must provide a two-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. **Payment.** CITY shall pay to CONTRACTOR an amount not to exceed **TWO HUNDRED FIFTY SEVEN THOUSAND, SIX HUNDRED SEVENTY THREE DOLLARS AND TWENTY SIX CENTS (\$257,673.26)** 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. **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.
- 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.** Following execution of this Agreement and issuance of the Notice to Proceed by CITY, CONTRACTOR shall immediately commence work and shall complete all services described herein within NINETY (90) calendar days from the date hereof.
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. **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.
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- 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.

- 7.7. **LIQUIDATED DAMAGES.** The CONTRACTOR understands that if Completion is not attained by Contract Completion Time, the City will suffer damages, which are difficult to determine and accurately specify. The CONTRACTOR agrees that if Completion is not attained within the Contract Time, the CONTRACTOR will pay as liquidated damages the amounts **\$100.00** per calendar day.
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.

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

Contract Administrator: Housing Project Coord.
Contact: Wayne McMinn
Mailing Address: _____
Physical Address: 235 S. Arizona Ave.
City, State, Zip Chandler, AZ 85225
Phone: 480-782-3204
FAX: 480-782-3220

In the case of the CONTRACTOR

Firm Name: Diversified Roofing Corp.
Contact: Brad Hulsey
Address: 2015 W. Mountain View Rd.
City, State, Zip Phoenix, AZ 85021
Phone: 602-870-8322
FAX: 602-870-4943

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), attached exhibit D2 and D3, 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 _____, 2013.

FOR THE CITY OF CHANDLER

Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney *AKM*

FOR THE CONTRACTOR

By: *B. Bullock*

Signature

ATTEST: If Corporation

SEAL

B. Bullock

Secretary

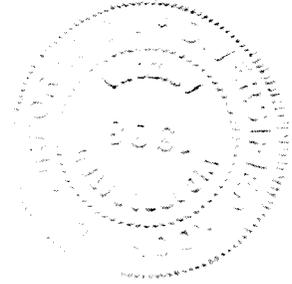


EXHIBIT A

**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: HO3-910-3252		
Name (as listed in the contract): Diversified Roofing Corporation		
Street Name and Number: 2015 W. Mountain View Rd.		
City: Phoenix	State: AZ	Zip Code: 85021

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: Brad Hulsey

Title: Commercial Manager

Date (month/day/year): June 18, 2013

**EXHIBIT B
SCOPE OF WORK**

ROOFING REPLACEMENT FAMILY SITES PHA-CDBG

1. PROJECT SCOPE OF WORK

Contractor shall provide asphalt shingle roofing removal and replacement on 36 occupied Public Housing apartment buildings. The buildings are located at three (3) Public Housing apartment locations within the City of Chandler. The Contractor shall supply all materials, equipment, and labor 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 and Related Acts (DBRA wage rate project).

2. WORK UNDER THIS CONTRACT

The work under this contract shall be performed on 36 occupied Public Housing apartment buildings located at three (3) Public Housing multi-family complexes indicated in the Pricing and Site Map exhibits.

The work under this contract shall include the removal and replacement of all roofing materials consisting of shingles, felt, nails, drip edge, flashing, roof jacks, deteriorated plywood/substrate and deteriorated framing members identified for replacement. All demolished roofing debris shall be disposed of legally. The replacements of roofing shall be with new materials as specified in these documents.

This project occurs on occupied Public Housing sites where the protection of the residents and the public is essential. **The dwelling units will be occupied during construction.** It is the responsibility of the contractor to secure and make safe each unit during demolition and construction.

All demolition and roofing work shall be performed in accordance with applicable rules, regulations, codes, and ordinances of local, State and Federal authorities.

3. DEMOLITION (Tear-off)

- A. Contractor shall Coordinate and schedule work so buildings will have a dried in roof at the end of each day. No roof will be left exposed to the elements overnight or on weekends.
- B. Contractor shall remove all of the existing roof shingles, nails, staples, felt/membrane underlayment, metal drip edge, roof jacks, existing vents, and other flashing from all buildings and legally dispose of debris. **No roof-over is permitted.**
- C. Protect public and private property adjacent to and on the job site, including landscaping, vents, utility lines, streets, sidewalks, light standards, hydrants, street signs, mailboxes, and fire alarm boxes. Make repairs to the complete satisfaction of the owner of the damaged property.
- D. Make such explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal work.
- E. Remove from the Owner's property and legally dispose of materials or items demolished and not designated to become the property of the Owner.
- F. The Contractor shall have at least one person in charge of operations on the ground below shingle during roofing removal operations. This person shall be cognizant of residents and other persons in

the work area and shall remove debris that may obstruct passage or otherwise present a danger to residents.

- G. Repair any damage to buildings or property caused by the Contractor or Sub-Contractor during the removal or installation of the items associated with this project.
- H. Contractor shall be responsible for cleaning, repairing, or replacement of any resident property damaged during demolition and construction.
- I. Contractor will return attic insulation that has been moved during work to its original condition.
- J. Contractor will insure that all vent piping, flu piping, condensate lines, etc. are properly connected.
- K. Contractor will not discard any debris in the attic, and will remove any debris that might fall in.

4. CARPENTRY

- A. Contractor shall verify that the existing sheathing is in good condition, identifying for examination by the Project Coordinator all areas that show evidence of damaged sheathing and framing members. Under the direction of the Project Coordinator, the Contractor will replace all defective or deteriorated fascia, shingle mold, eave sheathing and roof sheathing. Provide pricing for these repairs in the Schedule of Unit Prices, Exhibit C.
- B. Repairs to structural members will be under the direction of the Housing Project Coordinator.
- C. Contractor will remove deteriorated fascia and replace with 2" x 6" kiln dried, rough sawn, appearance grade, exterior use, Spruce #2 & BTR fascia. The fascia shall be fastened with two 16d galvanized nails at each truss tail. All splices and corners must be mitered at 45-degree angles. **Include a cost per linear foot for the replacement of fascia and painting in the Schedule of Unit Prices, Exhibit C.**
- D. Contractor will remove deteriorated shingle mold and replace with 1" x 2" rough sawn and primer painted shingle mold. Shingle mold removed with fascia shall also be replaced with the same. Splices and corners must be mitered at 45-degree angles. **Include a cost per linear foot for the replacement of shingle mold and painting in the Schedule of Unit Prices, Exhibit C.**
- E. Contractor will replace all defective roof and eave sheathing as directed by the Housing Project Coordinator. Install sheathing so no seam exceeds 1/4" and center edges on trusses. Blocking will be installed where necessary so seam requirements can be maintained. Existing seams exceeding 3/8" will be covered with 24 gauge sheet metal flashing prior to the installation of any roofing materials. *Wood structural panels for roof sheathing shall comply with United States Department of Commerce standard PS 1 or PS 2.*

Replacement roof sheathing shall be 15/32" OSB, APA Rated Sheathing, PS2-04, Exposure 1. Full 4' x 8' sheets shall be replaced except at ridges or unless circumstances make it impractical. Sheathing shall be nailed, with 8D nails spaced 6" on center on the edges and 12" on center in the field. Perimeter spacing around replacement panels shall be a minimum of 1/8". Contractor will install 'H' clips on replacement sheathing in between trusses. **Include a cost per 4' x 8' sheet for the replacement of 15/32" OSB in the Schedule of Unit Prices, Exhibit C.**

Replacement eave/overhang sheathing shall be 1/2" CCX, 5 Ply plywood. Full 4' x 8' sheets of sheathing will be replaced unless circumstances make it impractical. Sheeting will be nailed, with 8D nails spaced 6" on center on the edges and 12" on center in the field. Contractor will install 'H' clips on the replacement sheathing in between trusses. The underside/exposed side of the eave sheathing shall be primed and painted with two coats of paint. **Include a cost per 4' x 8' sheet for the replacement of 15/32" CCX Plywood and painting in the Schedule of Unit Prices, Exhibit C.**

Note: At least three-quarters of the A/C units require OSB replacement around the perimeter.

Lifting of all roof mounted equipment so new roofing materials and substrate can be removed and replaced is the Contractors responsibility and related costs shall be included in the bid price.

5. **ROOFING INSTALLATION**

- A. Comply with instructions, installation details, and recommendations of the shingle manufacturer, except to the extent more stringent requirements are indicated in these contract documents.
- B. Proceed with roofing installation only after required repairs have been made and approved by the Project Coordinator.
- C. Clean substrate of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails. Sweep substrate clean before application of underlayment and membrane
- D. No roofing work is permitted in the rain.
- E. All roofing materials must be free of asbestos.
- F. The roofing underlayment shall be asphalt-saturate roof felt coverage equal to 30 pounds. Contactor may use 30-pound felt, or 15-pound felt overlapped at 18" to create 30-pound coverage. The felt product selection, installation and fastening shall be in accordance with the shingle manufacturer's recommendations.
- G. All valleys shall receive a cross-laminated, high density self-adhering polyethylene membrane, 40 mils thick, 36" wide, with non-skid surface. The membrane must be compatible with shingles and asphalt saturated felt underlayment. Acceptable products include; W.R. Grace - Ice and Water Shield - 40 mil, CertainTeed - Winter Guard, GAF - Storm Guard, Owens Corning - Deck Dri, EMCO-Proguard Waterproofing Membrane or equal approved by the Housing Project Coordinator.
- H. All Plumbing pipe and electrical conduit roof jacks shall be removed and replaced with a minimum 26 gauge galvanized steel jacks and sized to match the existing pipe penetration. All dryer, bathroom(s) and kitchen exhaust duct T-top roof jacks shall be replaced with a minimum 26 gauge galvanized steel T-top jacks sized to match the existing vent size. All gas water heater, dryer and range vent roof jacks shall be replaced with a minimum 26 gauge galvanized steel jack. The existing gas vent flu and caps are to remain. All abandoned roof penetrations and jacks shall be removed and patched. Paint all roof-jacks and T-tops to closely match the shingle color.
- I. All existing dormer attic vents shall be removed and replaced with the same style of vent. The dormer vent must be made of a minimum 26 gauge galvanized steel with a minimum 100 square inches of net free area. Paint to closely match the shingle color. **Include a cost per each, for the installation of additional dormer vents to increase attic ventilation in the Schedule of Unit Prices, Exhibit C.**
- J. All metal drip edge shall be replaced with 2" x 2", 28 gauge galvanized steel brown drip edge flashing. The brown drip edge does not need to be painted to match the fascia.
- K. All valley flashing shall be replaced with W-Valley Flashing, minimum 30 gauge galvanized steel, 24" wide x 10' length. Paint to closely match the shingle color.
- L. All sidewall flashing shall be replaced with step flashing with a minimum 28 gauge galvanized steel. Typically 7" x 10" bent to 7" x 5" or cut to sizes and configurations required for the job. Paint to match adjacent wall color.
- M. The roof shingles and ridge cap shingles shall be Tamko Building Products brand, Heritage 30 Series, 30-year warranty, Painted Desert shingles or approved equal. The starter course shingle shall be Tamko Building Products brand as specified by the manufacturer. All the shingles shall have the same lot number on the same roof.

The installation of shingles and all roofing materials shall be in compliance with the manufacturer's recommendations. A starter course shall be used on all roof edges and valleys. Inverting a course of shingles is **NOT an Acceptable Starter Course**. The shingle shall be fastened with a minimum of four (4) nails per shingle. Staples are not permitted. The open valley shingle application will be used with the use of the W-valley flashing, cut shingles back three inches from the centerline of the valley. Use horizontal and vertical chalk lines to ensure straight coursing. **Shingles which have nail over-penetration will be rejected.**

Nails shall not penetrate the exposed side of the eave sheathing.

- N. Contractor will lift A/C units and shingle under. The Contractor will be responsible for repairing any damage to the A/C unit, ductwork, sealing, electrical, and gas lines as a result of this project.

6. PAINTING

- A. Contractor will prime and paint (with two coats) all new exposed wood and the underside of eave plywood. Where Fascia is nailed directly to gable ends or sidewalls, caulk the transition seam and paint four inches of the adjacent wall surface.
- B. Contractor will use properly sized nails on overhangs so nails do not penetrate the underside.
- C. Contractor will supply all primer, paint, and caulking. Paint color to match original unless directed otherwise by the Project Coordinator. Primer paint will be Dunn-Edwards EZ-Prime Premium (EZPR00-1) and paint shall be Dunn-Edwards Evershield 40 (EVSH40-5) or equal. Caulking must be a minimum 35-year acrylic latex and paintable.
- D. All exposed metal roof flashing, roof-jacks, T-tops, and dormer vents shall be painted to closely match the shingle color. The metal must be clean and free of oil before painting. Use a self-priming enamel based paint that is designed for painting metal surfaces. The brown drip edge is not required to be painted.

7. LOCATION(S) OF PROJECT

The addresses for the three (3) Public Housing sites are 130 N. Hamilton Street, 73 S. Hamilton Street, and 660 S. Palm Lane in Chandler, Arizona. The building numbers and apartment units are listed on the Pricing sheet (Exhibit C) and can be viewed on the site maps in Exhibit E.

8. PERMITS & LICENSING

The scope of work as described in these contract documents does not require a building permit from the City of Chandler Development Services Division. The selected Contractor is responsible for any other permitting and licensing required by Federal, State and Local agencies associated with this project and roofing services.

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 the 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. The 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 Project Coordinator prior to being used. A copy of each door hanger or letter will be provided to the Housing Project Coordinator.

In the event that the Contractor is unable to start a previously notified unit (i.e. rain, labor dispute, material shortage, schedule change, lack of workers, etc.), the contractor will be required to re-notify that resident with another 48-hour door hanger or letter.

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 the specified 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 Housing Project Coordinator.
- B. The Contractor shall have a designated point of contact either a foreman or superintendent on site during roofing operations.
- C. 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 roof is unprotected overnight or on weekends.
- D. Contractors must provide a construction schedule to include proposed work with dates, start and completion.

11. CONTRACTOR QUALIFICATIONS

The Contractor shall have either an Arizona Registrar of Contractors dual K-42 roofing licenses or both the L-42 and the C-42 roofing licenses. The Successful Contractor shall have a minimum of five (5) years of experience as a licensed Arizona roofing Contractor.

12. SUBMITTALS

- A. Before ordering any materials, the Selected Contractor shall be required to provide to the Contract Administrator a sample of all roofing materials, along with manufacturer's cut sheets, warranty, and installation instructions.
- B. All required HUD documentation indicated in these Contract documents must be read, properly completed, signed, and returned.
- C. Certified Payroll Reports are due weekly.
- D. Section 3 forms are due with each pay application. Other HUD forms as directed by the Housing Project Coordinator.

13. QUALITY CONTROL

- A. All material shall be new and of the specified quality.
- B. Contractor will install all materials per manufacturer's recommendations, specifications, and code requirements.
- C. Contractor will verify style and color of shingles before ordering. The Housing Project Coordinator reserves the right to reject any shingles and/or ridge caps that do not match in style and/or color. It will be the Contractor's responsibility to remove and replace any rejected materials, shingles or ridge cap at the Contractors expense.
- D. Shingles will be free of cracks, tears, blemishes and defects. The Housing Project Coordinator will have the authority to reject any material or workmanship that he/she feels is not of specified type or new condition or does not match in color or style.
- E. Housing Project Coordinator 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.
- F. Contractor shall proceed with roofing installation only after all substrate, framing and related repairs has been inspected and accepted by the Housing Project Coordinator.
- G. Contractor shall proceed with roofing installation only when weather conditions are in compliance with the manufacturer's recommendations and when substrate is completely dry.
- H. 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.
- I. Contractor shall complete one roof with the required inspections during installation before proceeding with the remaining buildings. Once accepted, this roof will set the standard for the remaining buildings.

14. SAFETY AND SITE PROTECTION

- A. This project occurs on occupied Public Housing sites and the protection of the residents is essential. **The dwelling units will be occupied during construction.** It is the responsibility of the contractor to secure and make safe each unit during construction.
- B. All demolition and roofing work shall be in compliance with OSHA regulations.
- C. Contractor must take necessary safety precautions to prevent any work related safety hazards for residents and the public.
- D. Provide fire protection/prevention as required by OSHA and the City of Chandler Fire Department.
- E. Apartments and buildings shall have at least one unobstructed means of egress at all time.
- F. Repair any damage to City property caused by the Contractor or Sub-Contractor(s) associated with this project, at the Contractor's expense.
- G. 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.
- H. The Contractor will be responsible for immediately notifying the Housing Project Coordinator of any damage caused by the Contractor during contract activities.

15. SPECIAL CONSIDERATIONS AND CONTRACTOR RESPONSIBILITIES

- A. Coordinate and schedule work so roofs are dried in at the end of each day.
- B. The Contractor will not cause a resident's vehicle to be blocked.
- C. Condensate lines shall be secured with a single-hole galvanized pipe clamp every five feet.

16. CLEANUP

- A. All debris will be removed from the site on a daily basis. City dumpsters and/or resident trash containers shall 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.
- B. Contractor will keep sidewalks and driveways free of nails and staples.
- C. Contractor shall use a magnetic rake to remove all nails and staples from the construction area.

17. 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.

18. 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 of Chandler for a period of two (2) years. This warranty will begin at the completion and acceptance of the entire project. Contractor will provide in writing a full warranty on installed work, agreeing to repair or replace defective shingles, wood & metal, and sealing material products as necessary to eliminate leaks at no additional cost to the Owner. Provide full manufacturer's warranty on all shingles and roofing materials.

19. 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 Interviews.
- C. All required Davis-Bacon notifications shall be posted at the work sites.

20. CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall provide his/her own storage facilities. There will be no on site storage on this project.
- B. 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 on site public restrooms are not to be used.
- C. 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.

21. 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
PRICING
Roofing Replacement Project Family Sites**

SECTION A

130 N. HAMILTON ST. (Building & Apartment #)	Bldg Type	Cost
Bldg 2002 - Apt 5	single	\$ 4650.00
Bldg 2003 - Apt 6 & 7	duplex	\$ 5061.00
Bldg 2004 - Apt 8	single	\$ 4087.00
Bldg 2005 - Apt 9	single	\$ 4087.00
Bldg 2006 - Apt 10-13	fourplex	\$ 8331.00
Bldg 2007 - Apt 14 & 15	duplex	\$ 5061.00
Bldg 2009 - Apt 17-20	fourplex	\$ 9613.00
Bldg 2013 - Apt 24 & 25	duplex	\$ 6021.00
Bldg 2015 - Apt 27 & 28	duplex	\$ 5179.00
Bldg 2018 - Apt 32 & 33	duplex	\$ 5179.00
Bldg 2020 - Apt 35-38	fourplex	\$ 9613.00
Bldg 2021 - Apt 39	single	\$ 4087.00
Bldg 2022 - Apt 40	single	\$ 4087.00
Bldg 2024 - Apt 43-46	fourplex	\$ 8331.00
Bldg 2025 - Apt 47	single	\$ 4087.00
Bldg 2026 - Apt 48	single	\$ 4087.00
Bldg 2027 - Apt 49	single	\$ 4650.00
Bldg 2028 - Apt 50 & 51	duplex	\$ 5061.00
Bldg 2029 - Apt 52-55	fourplex	\$ 9613.00

73 S. HAMILTON ST. (Building & Apartment #)	Bldg Type	Cost
Bldg 3003 - Apt 4-7	fourplex	\$ 9613.00
Bldg 3006 - Apt 11 & 12	duplex	\$ 5061.00
Bldg 3007 - Apt 13-16	fourplex	\$ 8331.00
Bldg 3009 - Apt 18	single	\$ 4087.00
Bldg 3013 - Apt 23-26	fourplex	\$ 8721.00

EXHIBIT C
PRICING continued
Roofing Replacement Project
Family Sites

SECTION A continued

660 S. PALM LANE (Building & Apartment #)	Bldg Type	Cost
Bldg 3023 - Apt 1	single	\$ 4087.00
Bldg 3024 - Apt 2	single	\$ 4650.00
Bldg 3025 - Apt 3	single	\$ 4087.00
Bldg 3026 (Community Bldg)	Community	\$ 7189.00
Bldg 3027 - Apt 5	single	\$ 4087.00
Bldg 3030 - Apt 8	single	\$ 4650.00
Bldg 3033 - Apt 17 & 18	duplex	\$ 5061.00
Bldg 3034 - Apt 19-22	fourplex	\$ 8331.00
Bldg 3035 - Apt 23 & 24	duplex	\$ 5061.00
Bldg 3036 - Apt 25-28	fourplex	\$ 9613.00
Bldg 3037 - Apt 29-32	fourplex	\$ 8331.00
Bldg 3038 - Apt 33	single	\$ 4087.00
PROJECT SUBTOTAL FOR ALL LOCATIONS		\$ 215,932.00
APPLICABLE SALES TAX		\$ 12,351.31
PROJECT TOTAL FOR ALL LOCATIONS		\$ 228,283.31

EXHIBIT C
PRICING continued
Roofing Replacement Project Family Sites

All unit priced items are based on estimated quantities. The contractor shall honor unit prices regardless of the actual installation of higher or lower quantities of unit priced materials.

SECTION B

SCHEDULE OF UNIT PRICES				
(Price to include all labor, materials, equipment necessary to complete the work.)				
Repair Item	Unit	Unit Cost	Estimated Quantity	Extended Cost
Roof Sheathing OSB - 15/32"	4'x8' Sheet	\$ 34.12	480	\$ 16,377.60
Eave Sheathing-CCX-15/32" Painted	4'x8' Sheet	\$ 72.88	80	\$ 5,830.40
2"x6" Fascia Painted	Ln. Ft.	\$ 2.88	600	\$ 1728.00
2"x8" Fascia Painted	Ln. Ft.	\$ 3.41	20	\$ 68.20
1"x2" Shingle Mold Painted	Ln. Ft.	\$ 1.53	900	\$ 1377.00
2"x4" Wood Framing Member	Ln. Ft.	\$ 1.67	300	\$ 501.00
2"x6" Wood Framing Member	Ln. Ft.	\$ 2.08	200	\$ 416.00
Dormer Vent to increase ventilation	Each	\$ 37.54	40	\$ 1501.60
SUBTOTAL FOR ALL REPAIR ITEMS				\$ 27,799.80
*APPLICABLE SALES TAX				\$ 1590.15
TOTAL FOR ALL REPAIR ITEMS				\$ 29,289.95

GRAND TOTAL

TOTAL FOR SECTION A (TAX INCLUDED)	\$ 228,283.31
TOTAL FOR SECTION B (TAX INCLUDED)	\$ 29,389.95
GRAND TOTAL FOR BOTH SECTIONS (TAX INCLUDED)	\$ 257,673.26

EXHIBIT D2
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 **CDBG ADA RAMPS & ROUTES; Bid No. TE3-968-3194**, 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 D3
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 **CDBG ADA RAMPS & ROUTES; Bid No. TE3-968-3194** 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.

PRINCIPAL SEAL

AGENT OF RECORD BY _____

AGENT ADDRESS SURETY SEAL