



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

MEMO NO. ST14-001

1. Agenda Item Number:

7

2. Council Meeting Date:
July 11, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: June 20, 2013

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Agreement for Community Development Block Grant (CDBG) Americans with Disabilities Act (ADA) Ramps & Routes with Tri Com Corporation, in an amount not to exceed \$218,594.39.

6. RECOMMENDATION: Staff recommends City Council approval of Agreement No. TE3-968-3261 Community Development Block Grant (CDBG) Americans with Disabilities Act (ADA) Ramps & Routes with Tri Com Corporation, in an amount not to exceed \$218,594.39.

7. BACKGROUND/DISCUSSION: As part of the 2012-2013 Community Development Block Grant (CDBG) funding in Chandler, the City's Transportation & Development Department received funding to improve mobility and connectivity throughout an established, low to moderate income, residential neighborhood by constructing improvements to current Americans with Disabilities Act (ADA) standards. The improvements will be in the area north of Chandler Boulevard, east of Hartford Street, south of Erie Street, and west of Nebraska Street (see the attached map). This portion of the CBDG area in Chandler has the most need for the proposed improvements without the complication of additional right of way or the relocation of existing structures. In addition, Hartford Street is programmed for a mill and overlay pavement replacement in the next year, and these ADA related improvements need to be made before the paving work starts. Improvements of curb ramps, alley entrance ramps, driveways, and sidewalk will ensure that citizens and visitors, especially those with mobility impairments, can travel throughout neighborhoods in a safe and convenient manner.

This project will have a positive impact on residents and visitors associated with approximately 115 single family homes, the Church of the Nazarene, the Chandler Christian Academy, Park Manors Park, and Chandler High School. CDBG funds are expected to provide improvements to an estimated 30 curb ramps, 32 residential driveways, 3 driveways associated with the Chandler Church of the Nazarene, 10 alley entrances and 2,318 linear feet of new sidewalk.

8. EVALUATION PROCESS: On May 13, 2013, City staff issued an Invitation for Bids for CDBG ADA Ramps & Routes using Community Development Block Grant (CDBG) funding. All registered contractors were notified and four (4) responses were received and evaluated as listed below:

Tri Com Corp.:	\$218,594.39	CPC Construction:	\$271,235.60
Gold Horizon:	\$227,281.50	Goldstein & Luera:	\$408,492.18

Staff is recommending an award to Tri Com Corporation as the lowest responsive vendor. The contract term is for 120 consecutive calendar days from Notice to Proceed.

9. FINANCIAL IMPLICATIONS:

Cost:	\$218,594.39
Savings:	N/A
Long Term Savings:	N/A

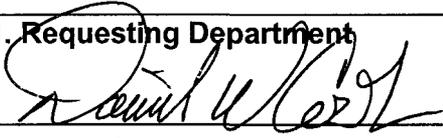
<u>Acct No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
219.4700.5332.3BG013	CDBG HUD Funding	ADA Ramps & Routes	No	\$218,594.39

10. PROPOSED MOTION: Move City Council approve Agreement No. TE3-968-3261 Community Development Block Grant (CDBG) Americans with Disabilities Act (ADA) Ramps & Routes with Tri Com Corporation, in an amount not to exceed \$218,594.39.

ATTACHMENTS: Location Map, Agreement

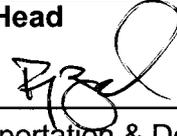
APPROVALS

11. Requesting Department



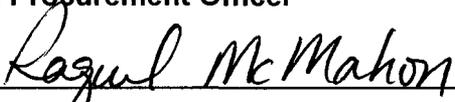
Daniel W. Cook, Transportation Manager

12. Department Head



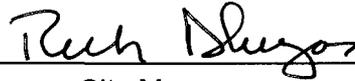
R.J. Zeder, Transportation & Development Director

13. Procurement Officer



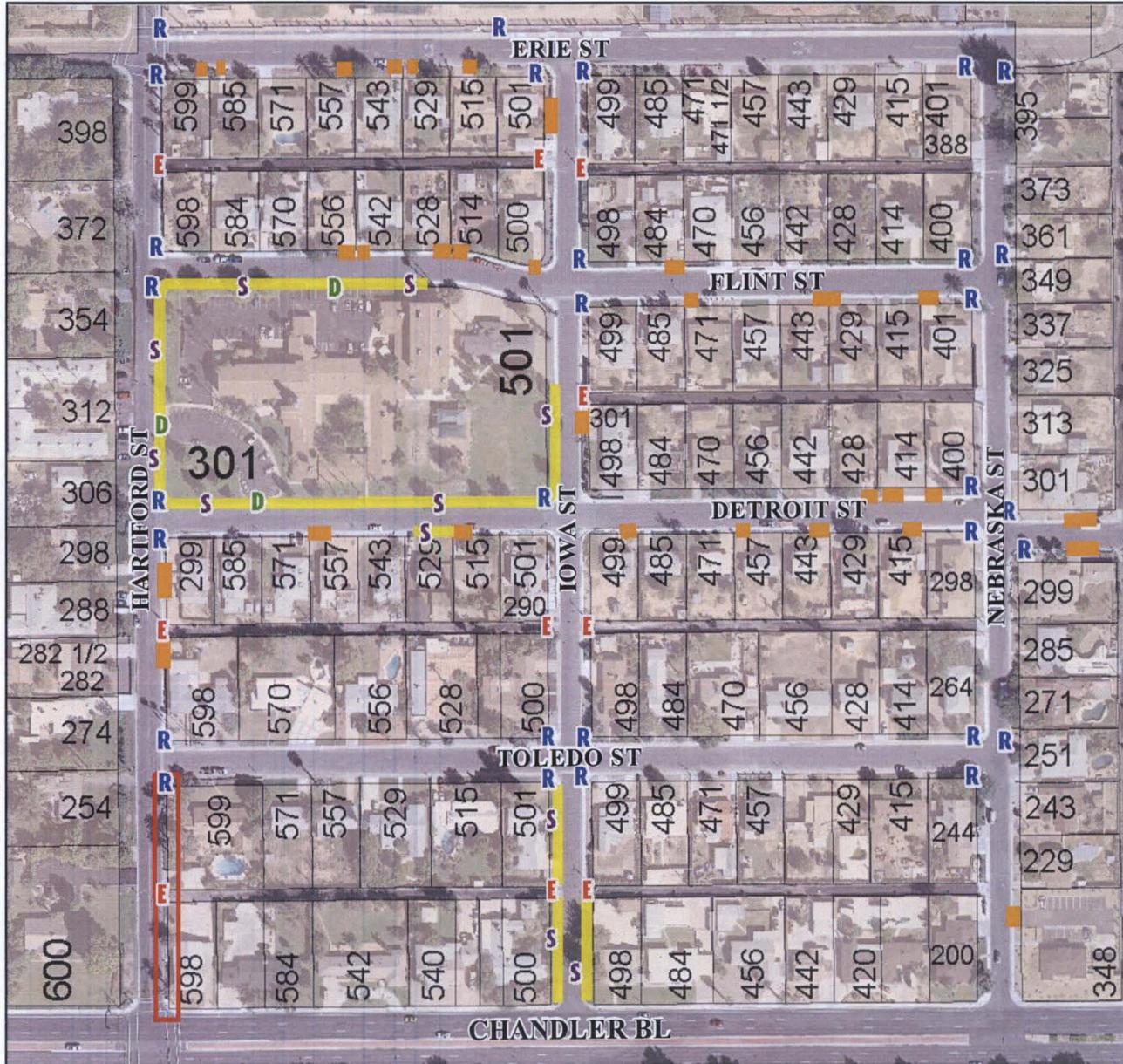
Raquel McMahon, CPPB

14. City Manager



Rich Dlugas, City Manager

CDBG ADA RAMPS AND ROUTES ST14-001



- D** DRIVEWAY
- E** ALLEY ENTRANCE
- R** CURB RAMP
- S** NEW SIDEWALK
- ORANGE LINE** SIDEWALK, CURB & GUTTER
- YELLOW LINE** NO SIDEWALK EXISTING (TO BE INSTALLED)
- RED OUTLINE** NO SIDEWALK EXISTING (NOT TO BE INSTALLED, PROPERTY OWNER DECLINED)



**CITY OF CHANDLER SERVICES AGREEMENT
CDBG ADA RAMPS & ROUTES;
AGREEMENT NO. TE3-968-3261**

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 Tri Com 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 Streets Storm Water Program 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.
 - 1.5. **SCOPE OF WORK:** CONTRACTOR shall perform the services all as more specifically set forth in the Scope of Work, labeled Exhibit B, Subcontractor's List (Exhibit D) (Exhibit E) Approved Product list, Performance Bond and Payment Bond forms (Exhibits F2-F3), (Exhibits G1-G4) Sign Details attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.
 - 1.6. **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.
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- 2.1. **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.
 - 2.2. **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.
 - 2.3. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
 - 2.3.1 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").

- 2.3.2 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.
- 2.3.3 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.
- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.3.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.4. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
 - 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
 - 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
 - 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
 - 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED NINETY FOUR DOLLARS AND THIRTY NINE CENTS (\$218,594.39)** 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. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **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.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.6. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **Term:** The work must be completed within **120 consecutive calendar days** from the Notice to Proceed. Official time extensions thereto shall be considered and authorized in strict conformance with General Conditions or M.A.G. Standard Specifications.
6. **Liquidated Damages.** The Contractor shall pay as liquidated damages the amounts specified in Section 108.9 of the M.A.G. Standard Specifications.
7. **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.

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

- 8.1 **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.
- 8.2 **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.

- 8.3 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.
- 8.4 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 8.5 **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.
- 8.6 **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.

9. TERMINATION:

- 9.1. **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.
- 9.2. **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 accru
- 9.3 **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.

- 9.4 **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.
- 9.5 **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.
- 9.6 **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.
- 9.7 **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.
10. **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.

11. DISPUTE RESOLUTION:

- 11.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.2. **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.
- 11.3. **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.
12. **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.

13. 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 Worker's 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.
14. **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: Streets Division
 Contact: Dave Verhelst
 Mailing Address: PO Box 4008 MS 909
 Physical Address: 215 E. Buffalo St. #203
 City, State, Zip: Chandler, AZ 85224
 Phone: 480-782-3503
 FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: Tri Com Corporation
 Contact: Joseph Trail
 Address: 2129 E. Cedar St., Ste.6
 City, State, Zip: Tempe, AZ 85281
 Phone: 480-443-0751
 FAX: 480-661-7536

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.

15. CONFLICT OF INTEREST:

- 15.1. **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.
- 15.2. **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).
- 15.3. **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.

16. GENERAL TERMS:

- 16.1 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.
- 16.2 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.

- 16.3 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.
- 16.4 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 16.5 Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 16.6 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.
- 16.7 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.
- 16.8 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.

16.9 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

FOR THE CONTRACTOR

Mayor

By: Joe Train
Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk

Secretary

Approved as to form:

City Attorney *[Signature]*

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: TE3-968-3261		
Name (as listed in the contract): Tri Com Corporation		
Street Name and Number: 2129 E. Cedar St., Suite 6		
City: Tempe	State: Arizona	Zip Code: 85281

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:

Joe Trail

Printed Name: Joe Trail

Title: Project Manager / Estimator

Date (month/day/year): 06/17/2013

EXHIBIT B SCOPE OF WORK

INTRODUCTION

Contractor shall complete improvements of curb ramps, alley entrance ramps, driveways and sidewalk to current Americans with Disabilities Act (ADA) standards to ensure that citizen's with mobility impairments can travel throughout neighborhoods and the downtown area in a safe and convenient manner.

The project scope includes:

- Installation/replacement of curb ramps
- Installation/replacement of 4' sidewalk
- Installation/replacement of 4' sidewalk, curb and gutter at residential driveway entrances
- Replacement of alley entrance ramps
- Replacement of driveway entrances
- Relocation of irrigation berms

GENERAL

CONTRACTOR shall use the most current version of CITY and/or Maricopa Association of Governments (M.A.G.) standard details and specifications, with the exception of MAG #230 dated 01.01.2003 or as directed by the Contract Administrator/designee, for inspection and quality assurance for all work being done under this Agreement. CONTRACTOR shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of work and any unsatisfactory work or preparation shall be redone at no additional cost to the CITY.

CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable Maricopa Association of Governments (MAG) or City of Chandler (COC) standard detail. Concrete repair shall comply with MAG specification section 340 as applicable. CONTRACTOR shall conduct a flow test on aprons, valley gutters and curb & gutters by supplying water from a tank truck or other source. Areas with ponding greater than ½ inch one hour after the water is shut off shall be corrected at CONTRACTOR'S expense. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.

It is the duty of the CONTRACTOR to determine that all necessary permits have been obtained. The CONTRACTOR shall, at his own expense, obtain all the required permits not already furnished.

As a minimum, the CONTRACTOR shall repair and/or retrofit existing curb ramps, driveways and sidewalks to the best extent possible to meet current Americans with Disabilities Act (ADA) standards contained in the Department of Justice, 2010 ADA Standards for Accessible Design, (Chapter 4: Accessible Routes) or as directed by Contract Administrator/designee. The CONTRACTOR shall install perpendicular curb ramps at intersections so that there is a straight path of travel from the top of the ramp to the center of the roadway to the curb ramp on the other side, aligned perpendicular to vehicular traffic or as directed by Contract Administrator/designee.

CONTRACTOR shall perform site restoration to include but not limited to: repairing irrigation systems, reestablishing flower beds, backfilling and re-seeding disturbed areas, reinstating decomposed granite, reinstalling pavers, trimming bushes, etc., at the completion of each work site. Each work site will be restored to a satisfactory condition before final acceptance by the CITY or as directed by Contract Administrator/designee.

Estimated Quantities

The quantities shown on Exhibit C (attached) are estimates only, based upon available information. Payment shall be based on actual quantities. There is no guarantee as to minimum quantity required by CITY. The CITY reserves the right to increase or decrease the actual quantities used.

Notification of Public

CONTRACTOR shall notify all affected citizens, businesses, schools and other establishments by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work, date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/designee for approval prior to distribution.

Existing Utilities

CONTRACTOR shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for require outages and/or repairs. CONTRACTOR shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.

Protection of adjacent property

CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.

Demo and Removal

CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Detail # 221) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required by the City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD).

Water for repair purpose

Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.

Detectable Warning

CONTRACTOR shall install detectable warnings that consist of truncated domes as specified by ADA. All truncated dome tiles shall be selected from the City's approved product list, or equivalent product pre-approved by the Contract Administrator/designee prior to installation. (See attached Exhibit D - Approved Products List).

Traffic Control & Construction Signs

CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. Traffic control shall include uniformed Chandler Police Officer and squad car as required.

Clean Up

All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. CONTRACTOR shall utilize a PM-10 certified mechanical broom sweeper throughout the project for cleanup. All aspects of the work shall be left in an acceptable condition before final acceptance by the Contract Administrator/designee.

Dust Control. Contractor shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations".

CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County if required, prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

Subcontractor(s)

List subcontractor(s) that may participate in carrying out the obligations of any resulting agreement on the Subcontractor's List contained herein.

**EXHIBIT C
PRICING**

****Bid prices shall include all taxes.**

Item	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Amount
1.	Saw cut, Remove and Dispose of all concrete and asphalt from ramps, driveways, alley entrances, sidewalks and valley gutters.	SF	15,812	\$ 1.72	\$ 27,196.64
2.	Saw cut, Remove and Dispose of concrete curb and gutter, median curb	LF	2,590	\$ 6.26	\$ 16,213.40
3.	Traffic Control	Per Day	10	\$ 130.00	\$ 1300.00
4.	Sidewalk, Per MAG Detail #230 (01.01.2003)	SF	13,724	\$ 4.30	\$ 59,013.20
5.	Curb and Gutter, Median Curb Per MAG Detail #220-1 or #221	LF	2,591	\$ 15.45	\$ 40,030.95
6.	Asphalt Patch back	SF	6,125	\$ 2.70	\$ 16,537.50
7.	Horizontal Curb Cut	LF	14	\$ 20.00	\$ 280.00
8.	ADA Truncated Domes	SF	360	\$ 32.67	\$ 11,761.20
9.	Ramp, Per MAG Detail #235-1 or #235-2	EA	1	\$ 475.00	\$ 475.00
10.	Ramp, Per MAG Detail #235-3	EA	30	\$ 464.00	\$ 13,920.00
11.	Ramp, Per MAG Detail #235-4 or #235-5	EA	5	\$470.00	\$ 2350.00
12.	Valley Gutters, Per MAG Detail #240	SF	30	\$ 40.01	\$ 1200.30

Item	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Amount
13.	Apron, Per MAG Detail #240	SF	860	\$ 7.51	\$ 6,458.60
14.	Residential drop down driveway or walk behind (4" thick)	SF	100	\$ 8.00	\$ 800.00
15.	Alley entrance (6" thick) COC alley entrance detail with combined curb and gutter (March 1, 2013)	SF	1,580	\$ 6.32	\$ 9985.60
16.	All barricades & signs for handicap ramps, sidewalks, curb & gutter, and driveways (each instance shall include set up AND take down)	EA	93	\$ 24.00	\$ 2232.00
17.	COC Uniformed Police Officer, (If required) Contractor to be paid the actual cost of hiring police officer with squad car.	N/A	N/A	N/A	\$5,200.00
18.	Relocate irrigation berms	LF	1,300	\$ 2.80	\$ 3640.00
TOTAL Items 1 - 18				\$	218,594.39

**EXHIBIT D
SUBCONTRACTOR'S LIST**

NAME: True Concrete Innovations LICENSE 281403

ADDRESS: PO Box 1875 Queen Creek, AZ 85142

EXTENT OF WORK: Sawcutting

NAME: Bobs Barricades LICENSE 177791

ADDRESS: 1645 S. 39th Ave. Phoenix, AZ 85009

EXTENT OF WORK: Barricades/Traffic Control

EXHIBIT E
APPROVED PRODUCTS LIST

1.

NWC Erie St and Cheri Lynn Dr.
Cast in Tact Wet Set
By N-Direct
Installation Date: 02/2007
Contact Info
TF Valdez Construction Supply Co., Inc.
5660 South 32nd Street, Suite #105
Phoenix, AZ 85040
(602) 305-8575

2.

SEC Erie St and Evergreen St
TekWay Dome Tiles w/Anchor
By StrongGo Inc
Installation Date: 07/2007
Contact Info
StrongGo LLC
3296 E. Hemisphere Loop
Tucson, Arizona 85706
Tel: (520) 547-3510

3.

SWC Erie St and Vine St
ADA Arcis Tactile
By Arcis Corp
Installation Date: 03/2009
Contact Info
Atlas Construction Supply, Inc
1611 S. 27th Ave.
Phoenix, Arizona 85009
Tel: (602) 256-0600

EXHIBIT F2
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. TE3-968-3261**, 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 F3
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. TE3-968-3261** 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

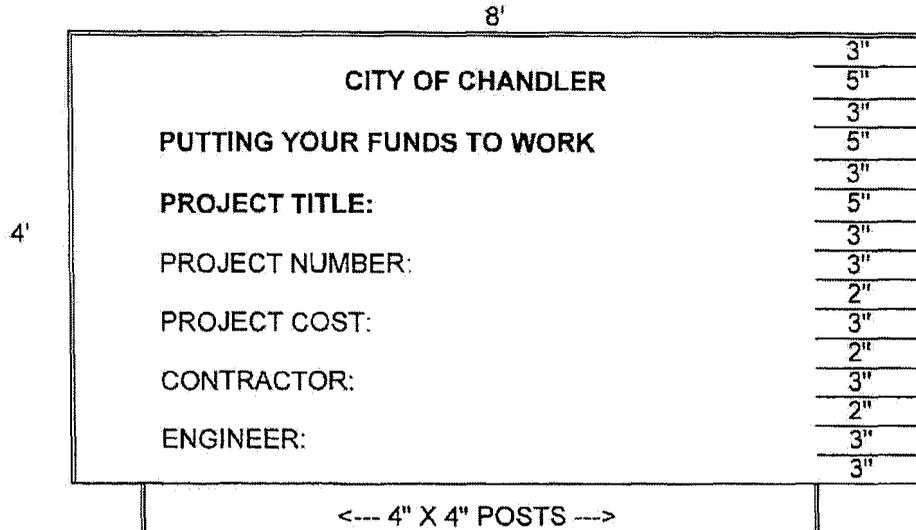
AGENT OF RECORD

BY _____

AGENT ADDRESS

SURETY SEAL

**EXHIBIT G1
CONSTRUCTION SIGN DETAIL**



NOTES:

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

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

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

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

EXHIBIT G2

Construction signs required for work:

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

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

2. If the work will take less than one (1) week to perform, such signage shall:
 - a. Be installed on temporary supports at an approved location;
 - b. Be placed in such positions that they can be read by traffic from each direction;
 - c. Be colored "construction orange" with black letters;
 - d. Have block letters at least 6" in height;
 - e. Contain the following information: the name of CONTRACTOR for whom the work is being performed; a 24-hour contact phone number where persons may speak with a representative of the CONTRACTOR for whom the work is being performed or may leave a request to speak with such a representative and for which all calls will be returned by such a representative of the CONTRACTOR within 24-hours.

EXHIBIT G3

**DEVELOPER
CONTRACTOR
SIDEWALK REPAIR
6-4-07 TO 6-15-07
(480) 782-XXXX**

EXHIBIT G4

CONTRACTOR
(480) 782-XXXX