



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**MEMO NO. ST14-025**

**1. Agenda Item Number:**

20

**2. Council Meeting Date:**

June 26, 2014

**TO: MAYOR & COUNCIL**

**THROUGH: CITY MANAGER**

**3. Date Prepared:** June 9, 2014

**4. Requesting Department:**  
Transportation & Development

**5. SUBJECT:** Agreement for Crestview Wall Repairs with Central Construction Co.

**6. RECOMMENDATION:** Staff recommends City Council approval of Agreement No. ST4-914-3365, for Crestview Wall Repairs with Central Construction Co., in an amount not to exceed \$129,964.66.

**7. BACKGROUND/DISCUSSION:** The City maintains a turf greenspace within the Crestview subdivision from South Oak Street to just beyond South Elm Street, south of West Cindy Lane. Over the years our sprinklers have been, in part, a cause of the wall deterioration. The City has plans to relocate the existing sprinkler heads away from the wall and to add a 6-foot wide decomposed granite buffer, plus a header curb to serve as separation. This will provide a buffer between the wall and irrigated turf. The City plans to repair the 2,700 linear feet of wall, paint both the inside and outside of the wall, and graffiti coat the City side of the wall. As part of this project the City plans to add decomposed granite to the adjacent El Paso Easement (53,000 square feet) which is west of Oak Street.

**8. EVALUATION PROCESS:** On March 6, 2014, City Staff issued an Invitation for Bid (IFB) for Crestview Wall Repairs. Notification was sent to all registered vendors. Two responses were received and are listed as follows:

Central Construction Co.	\$ 129,964.66
WL Emshoff	\$ 225,401.15

The estimated cost was \$160,000.

Staff is recommending award to Central Construction Co., as the lowest responsive, responsible vendor. Contract completion time is 120 calendar days following the Notice to Proceed.

**9. FINANCIAL IMPLICATIONS:**

Cost:	\$129,964.66
Savings:	N/A
Long Term Costs:	N/A

**Fund Source:**

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
401.3310.6517.0.6ST652	Capital General Fund	Wall Repairs	Yes	\$61,882.66
411.3310.6517.0.6ST652	GO Bonds	Wall Repairs	Yes	\$25,105.00
401.3310.6611.0.6ST652 (FY14/15 Funds)	Capital General Fund	Wall Repairs	Yes	\$42,977.00

**10. PROPOSED MOTION:** Move City Council approve Agreement No. ST4-914-3365, for Crestview Wall Repairs with Central Construction Co., in an amount not to exceed \$129,964.66.

**ATTACHMENT:** Location Map, Agreement

**APPROVALS**

**11. Requesting Department**



Daniel W. Cook, Transportation Manager

**13. Procurement Officer**



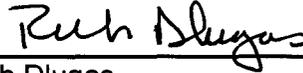
Raquel McMahon, CPPB

**12. Department Head**

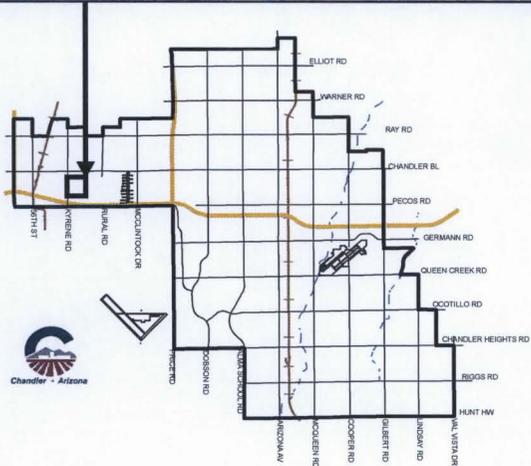
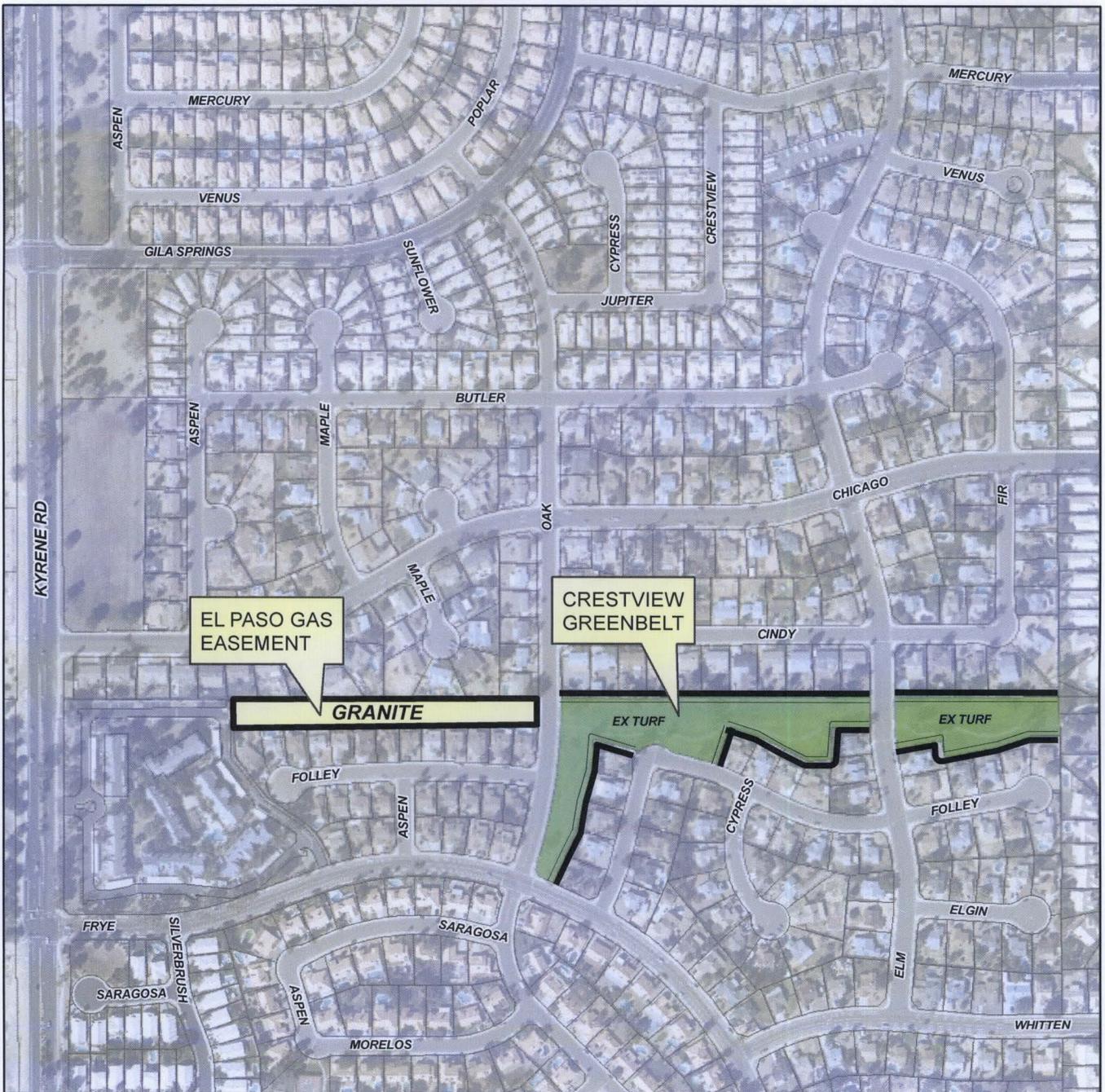


R.J. Zeder, Transportation & Development Director

**14. City Manager**

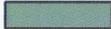


Rich Dlugas



## CRESTVIEW WALL REPAIRS

MEMO NO. ST14-025

-  EL PASO GAS EASEMENT
-  WALL TO BE REPAIRED
-  CRESTVIEW GREENBELT



**CITY OF CHANDLER SERVICES AGREEMENT  
CRESTVIEW WALL REPAIRS  
AGREEMENT NO.: ST4-914-3366**

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THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **Central Construction Co.**, a corporation of the State of Arizona, 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 Landscape Compliance 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 provide the specified wall repairs all as more specifically set forth in the Scope of Work, labeled Exhibit B, Addendum #1 dated March 27, 2014 and Plan Drawings Exhibit F 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. **Warranties.**
- 2.6. **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **ONE HUNDRED TWENTY NINE THOUSAND, NINE HUNDRED SIXTY FOUR DOLLARS AND SIXTY SIX CENTS (\$129,964.66)** 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 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. **COMPLETION TIME:** The work must be completed within **120 calendar days** from the Notice to Proceed.
- 5.1. **LIQUIDATED DAMAGES:** The CONTRACTOR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages, which are difficult to determine and accurately specify. The CONTRACTOR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the CONTRACTOR will pay as liquidated damages the amount of \$100 per calendar day for each day beyond the completion date indicated in the Notice to Proceed.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the ~~CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days~~ indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

## 8. TERMINATION:

- 8.1. **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2. **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

**10.3. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

**11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees

**12. INSURANCE:**

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:	Landscape Coord.	Comp.
Contact:	Bart Brown	
Mailing Address:	975 E. Armstrong Way, Bldg. C	
Physical Address:	Chandler,	AZ
City, State, Zip	85225	
Phone:	480-782-3428	
FAX:	480-782-3495	

**In the case of the CONTRACTOR**

Firm Name:	Central Construction Co.
Contact:	Jeff Cullumber
Address:	1256 W. Chandler, Blvd. Ste. E
City, State, Zip	Chandler, AZ 85224
Phone:	480-963-6343
FAX:	480-963-6378
	service@centralconstructionco.com

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

**14. CONFLICT OF INTEREST:**

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

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

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

**15. GENERAL TERMS:**

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

**15.2. Performance and Payment Bonds.**

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

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

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

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

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

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

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

- 15.6. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.7. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.8. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.9. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
City Attorney *CH*

FOR THE CONTRACTOR

By: *[Signature]*  
\_\_\_\_\_  
Signature

SEAL ATTEST: If Corporation  
\_\_\_\_\_  
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.

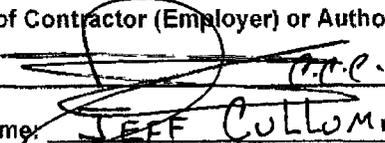
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b> ST4-914-3365		
<b>Name (as listed in the contract):</b> Central Construction Co.		
<b>Street Name and Number:</b> 1256 W. Chandler Blvd, Ste. E		
<b>City:</b> Chandler	<b>State:</b> AZ	<b>Zip Code:</b> 85224

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:** JEFF CULLOMBER  
**Title:** President  
**Date (month/day/year):** 5-12-14

**EXHIBIT B  
SCOPE OF WORK**

**INTRODUCTION**

---

CONTRACTOR shall provide all labor, materials, dust mitigation, permits, equipment, and all other pertinent requirements necessary to complete the work while adhering to applicable laws, specifications, and ordinances. This shall include all traffic control, if necessary.

The Bidder is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Bidder.

Bidder shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

**GENERAL VENDOR QUALIFICATIONS**

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Bidder must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal/bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Bidder shall have been conducting business within the Phoenix Metropolitan area for a MINIMUM of two (2) consecutive years.

The Contractor MUST have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall provide to the Contract Administrator, the individual's name and contact information, including cellular phone, pager, and off-hours phone numbers.

## **SECTION 1**

1. **GENERAL.** There are various walls within the Crestview, predominately adjacent to turf areas, in poor appearance and in rough shape. ~~These walls are privately owned. CONTRACTOR shall repair these walls on the CITY side by completing the following:~~
  1. Excavate the wall to the existing footer.
  2. Score out horizontal joints to remove loose material, fill joints with sealant and glue.
  3. Cut out sections that may be required to be replaced or reset.
  4. Fill holes with concrete.
  5. Construct forms as required for concrete to set.
  6. Replace block with equal or better block in areas where necessary.
  7. Waterproof cement patch as required. Total Seal or approved equal.
  8. Apply a thick coat of stucco (where existing) with bonder and glue.
  9. Apply two coats of paint, Dunn & Edwards or approved equal (paint color will be selected by CITY).
  10. Apply 2 coats of Anti-Graffiti coating by Solutions MB, MB4500G or approved equal.
  10. Install a 6" wide, reinforced (#4 bar or cable) header curb per plan. Assure the curb will be straight and true, without horizontal or vertical wobbles.
  11. Coordinate sprinkler heads relocation away from wall. (City to complete Irrigation work)
  12. Install decomposed granite per plan.
  10. Return grade and clean up around wall to pre-existing conditions or as directed by the Contract Administrator/designee. This includes and is not limited to replacing turf, irrigation, plant material, and decomposed granite, if required.
2. **EXISTING CONDITIONS.**
  - a. CONTRACTOR shall visit site to identify existing conditions and to verify dimensions. CONTRACTOR shall contact the homeowner to make them aware of the work commencing on their section of the wall. Door hangers, approved by the City, are an appropriate means to communicate to the homeowner, if required.
  - b. The walls within this scope are located on privately owned property. The repair of all the walls shall require patching, grouting, pressure washing, and painting on the CITY side of the wall. An anti-graffiti coating is to be applied per manufacturer recommendations only as specified and approved by the Contract Administrator/designee. No painting or work, other than that required to stabilize the integrity of the wall, shall be done on the private side of the wall unless prior arrangements have been made with the Contract Administrator/designee and homeowner.
  - c. CONTRACTOR shall be solely responsible for documenting existing conditions on each side of the existing wall prior to the start of any work, especially when working with private properties. This shall include, but not be limited to, videotaping / photography of existing conditions.
  - d. CONTRACTOR shall coordinate schedules with Contract Administrator/designee to ensure irrigation is turned off by CITY for the required period.
  - e. CONTRACTOR is to provide a minimum of three (3) days' notice to the private homeowners prior to commencing any work on their walls. CONTRACTOR shall take extra care to provide security to the respective homeowners, including temporary screening, if necessary. CONTRACTOR shall take extra care to ensure minimum impact on private property, keeping pets secure, and having the site returned to the homeowner in an equal or better condition. If access to private property is required, CONTRACTOR shall notify the homeowner shall be notified and must be agreeable to property access.

3. **INSPECTION, COORDINATION & SAFETY.** CONTRACTOR shall identify (Blue Stake) and coordinate all work with any and all solid waste, utility or communication companies, CITY departments and the CITY Utility Coordinator for scheduling and work conflicts. All utilities or communications shall be marked, protected, adjusted and repaired as needed and as supervised by CONTRACTOR. ~~CONTRACTOR shall establish meetings with utility, communication companies (Cox, Century Link, SRP, Kinder-Morgan, APS etc...) CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with the appropriate utility companies and affected residents and businesses for the required outages and/or repairs.~~
4. **WASTE DISPOSAL.** Unless otherwise indicated, excess materials are CONTRACTOR's property. At completion of work, CONTRACTOR shall be responsible for removing and disposing of all excess materials from work site and cannot dispose of on CITY property.
5. **TRAFFIC CONTROL.** If required, CONTRACTOR shall have all traffic control, traffic control plans and project information signs submitted and approved by CITY's Traffic Department before any work shall progress. Contractor shall be responsible for working with the Traffic Engineering Inspector with regards to the Traffic Control Plan. Uniformed Chandler Police Officers shall be required as may be determined by the CITY's Traffic Department and paid for by CONTRACTOR. CONTRACTOR will be paid the actual cost of hiring off duty police officer and squad car.

**EXHIBIT C  
PRICING REVISED**

~~The quantities listed are estimates only, based upon available information. Payment shall be based on actual quantities provided by CONTRACTOR. Prices listed below shall include all labor, materials and equipment necessary to perform the specified work.~~

Item #	DESCRIPTION	LUMP SUM PRICE
1.	Wall Repairs	\$ 17,541.00
2.	Reinforced Header Curb	\$ 19,613.00
3.	Decomposed Granite 1" Screened Desert Gold	\$ 17,360.00
4.	Decomposed Granite 1" Minus Desert Gold	\$ 25,437.00
5.	Wall Painting	\$ 8920.00
6.	Anti-Graffiti Coating	\$ 8920.00
7.	Per square foot price to provide one coat of block filler and two coats of paint per addendum.	\$ 1.60/sf
8.	Interior Wall (provide one coat of block filler and two coats of paint), approximately 16,188 SF @ \$1.60/SF	\$ 25,900.80
<b>Sub-Total</b>		<b>\$ 123,693.40</b>
<b>Sales Tax (5.070%)</b>		<b>\$ 6271.26</b>
<b>GRAND TOTAL</b>		<b>\$ 129,964.66</b>

The City reserves the right to repair some or all of the walls as part of this bid.

**EXHIBIT D  
SUBCONTRACTOR'S LIST**

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~~If any bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents.~~

NAME: Blue Marble Landscape, LLC LICENSE 270851

ADDRESS: 840 W. Southern Ave., Mesa, AZ 85204

EXTENT OF WORK: Wall Repairs, Header Curb, DG, Painting

NAME: \_\_\_\_\_ LICENSE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_

NAME: \_\_\_\_\_ LICENSE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EXTENT OF WORK: \_\_\_\_\_



**EXHIBIT E3  
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT: \_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for **CRESTVIEW WALL REPAIRS; Bid No. ST4-914-3365** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if it were copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond 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 \_\_\_\_\_, 2014.

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

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

BY \_\_\_\_\_

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

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



Chandler • Arizona  
Where Values Make The Difference

March 27, 2014

**CRESTVIEW WALL REPAIRS**  
**IFB: ST4-914-3365**  
**Addendum #1**

The IFB (ST4-914-3365) is amended by the addition of the following provisions. If any provision in this Addendum conflicts with any existing provisions in the IFB, the Provisions of this addendum control. All other provisions in this Addendum remain effective as previously published.

**SPECIFICATION CHANGES**

The City has made the following granite changes:

3/4" screened Madison Gold shall now be 1" screened Desert Gold.  
3/4" minus Madison Gold shall now be 1" minus Desert Gold.

Scope of Work, Exhibit B, Section 1, General, the following is hereby changed:

#8 in reference to stucco shall be removed.

#11 If required, the contractor is to do irrigation work on the private side of the wall. The City will complete the irrigation work required on the City side.

#12 Add the following: Remove existing sod and establish a smooth line and grade for granite.

#13 (After #12, listed as #10 by mistake). All areas to receive granite are to receive two (2) applications of pre-emergent herbicide Surflan or approved equal. One application shall be pre granite application and one shall be post granite application.

**ANTI-GRAFFITI COATING SPECIFICATION**

Contractor shall apply two coats of anti-graffiti coating to the City side of the wall. The coating is to be MB4500G as manufactured by MB Solutions, 1-888-554-8844 or approved equal applied per manufacturer's recommendations.

**BLOCK ISSUES**

At the pre-bid meeting issues came up in respect to block size availability, finish, and color. We have resolved these issues and provide the following information:

The City confirmed the following manufacturers can provide the varied block size. They may be utilized or an equal approved by contract administrator.

1. Quality Block or Superlite manufactures the 4x8x16" block in grey.
2. Metro Materials, 5455 W Montebello Ave, Glendale 602-281-6046 manufactures the 4x7 5/8x16" block.

## **BLOCK ISSUES (continued)**

The City understands the new block is less pitted looking than the old block. This is something that will be explained to the home owner.

---

There is an issue with the existing block being different colors and being nearly impossible to match well. Also it was felt when patched the marks on the wall would stand out.

It has been decided that the City side of the wall be painted with a block filler paint in lieu of a primer and the wall should be painted with two coats of Dunn Edwards Mesa Tan DEC718 or approved equal. An application of anti-graffiti coating shall also be applied as previously specified.

Due to slight changes in the wall the City will contact each homeowner whose wall will be impacted to not only obtain approvals for the work but also they will be given the option to have the inside of their wall painted with a block filler paint in lieu of a primer and be painted with two coats of Dunn Edwards Mesa Tan DEC718 or approved equal. The choice will be this color or nothing.

However, separate from this contract, the contractor may offer to extend areas to be painted within each yard but the contractor shall negotiate with the homeowner. The City shall not be responsible for any payment regarding negotiations made between the homeowner and contractor. The contractor shall include with the bid, the per square foot price to provide a coat of block filler and two coats of paint. If the resident opts out of having their repaired wall painted, the square foot price shall be deducted from the contract price. See **REVISED PRICE SHEET ATTACHED** which replaces the original and must be submitted with your bid.

## **VENDOR QUESTIONS WITH RESPONSES**

Q1. Do we provide a quote only to do the scope of repairs noted specifically on the "Wall Existing Condition Analysis", drawing 2?

**Response: The contractor shall visit the wall and identify what needs to be done themselves. The analysis provided was only to serve as a guide.**

Q2. Possible conflict between Exhibit B Scope of Work and engineer's drawing 2 on sprinkler work. P27, 1.11 states City to complete irrigation work; drawings read "project is to repair and paint...relocate existing spray head irrigation so the irrigation remains in the turf areas in working order with sufficient cover, ...."

**Response: The sprinkler relocation will be done by the City on the City portion of the project. If by chance, any work is required on the private side of the project, contractor shall be responsible. All disturbed areas on the private side of the wall shall be repaired equal or better than prior conditions in kind.**

Q3. Apparent conflict regarding paint on the private side of wall between Exhibit B Scope of Work (no painting) and engineer's drawing 2 (where repaired and existing is painted on private side).

Please explain contractor's responsibilities, if any, for painting on the privately owned side of the walls. P27, 2b - last sentence of specs seems to say we are not painting but the Engineer's scope says differently.

If contractor is to paint on Owner's side, who is responsible for contacting home owners/occupants, coordinating color selections (to be approved by City of Chandler and home owner), access to property, control of owners'/occupants' animals and such? Do we paint around anything the Owners leave attached or butting against the walls? Will owners be required to remove anything in proximity of walls or attached to walls for contractor to be able to perform repairs?

## VENDOR QUESTIONS WITH RESPONSES (continued)

**Response: We hope the explanation above addresses this question. The City will contact homeowners for approvals of work. Contractor is to communicate with the homeowner when the work is to be done so they have notice to bring in their pets and other items. The homeowners will be asked to remove all items from their impacted walls. If additional items are obstructing wall work and not relocated, the contractor will coordinate with the City and homeowner. If ultimately required, relocation will be done by the contractor.**

Q4. Please clarify thinking on proposed header height - height of cut turf height? Note, much of the header to be located in a sloped surface.

**Response: The header shall be reinforced and 8" total depth. The proposed granite shall be at a finished grade 1" below the top of header and the turf grade from the top of the header should be flexible yet a consistent depth below the header grade.**

Q5. P27, 2e. What do you mean by the contractor "keeping pets secure?"

**Response: Many of the residents have pets. If in the event a portion of a wall comes down temporary screened fence shall be provided by contractor to both provide privacy and assure the pets are contained within the yard. If a wall area is open overnight a screened security fence should be provided by contractor with or without pets.**

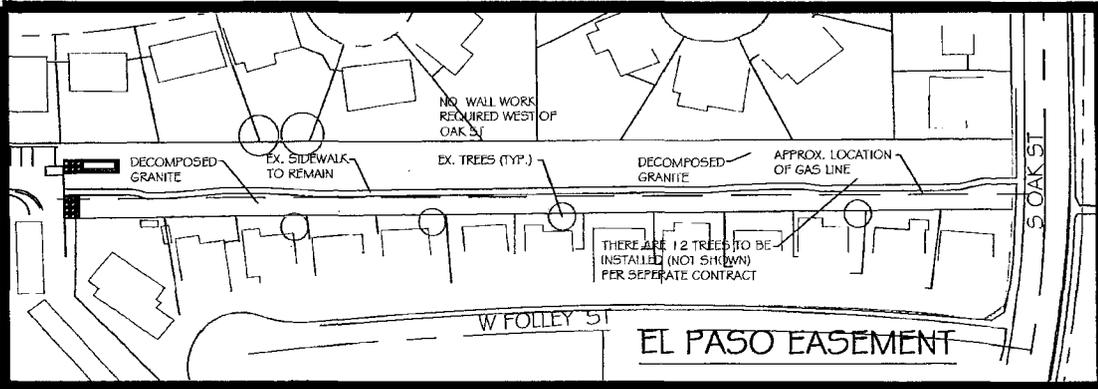
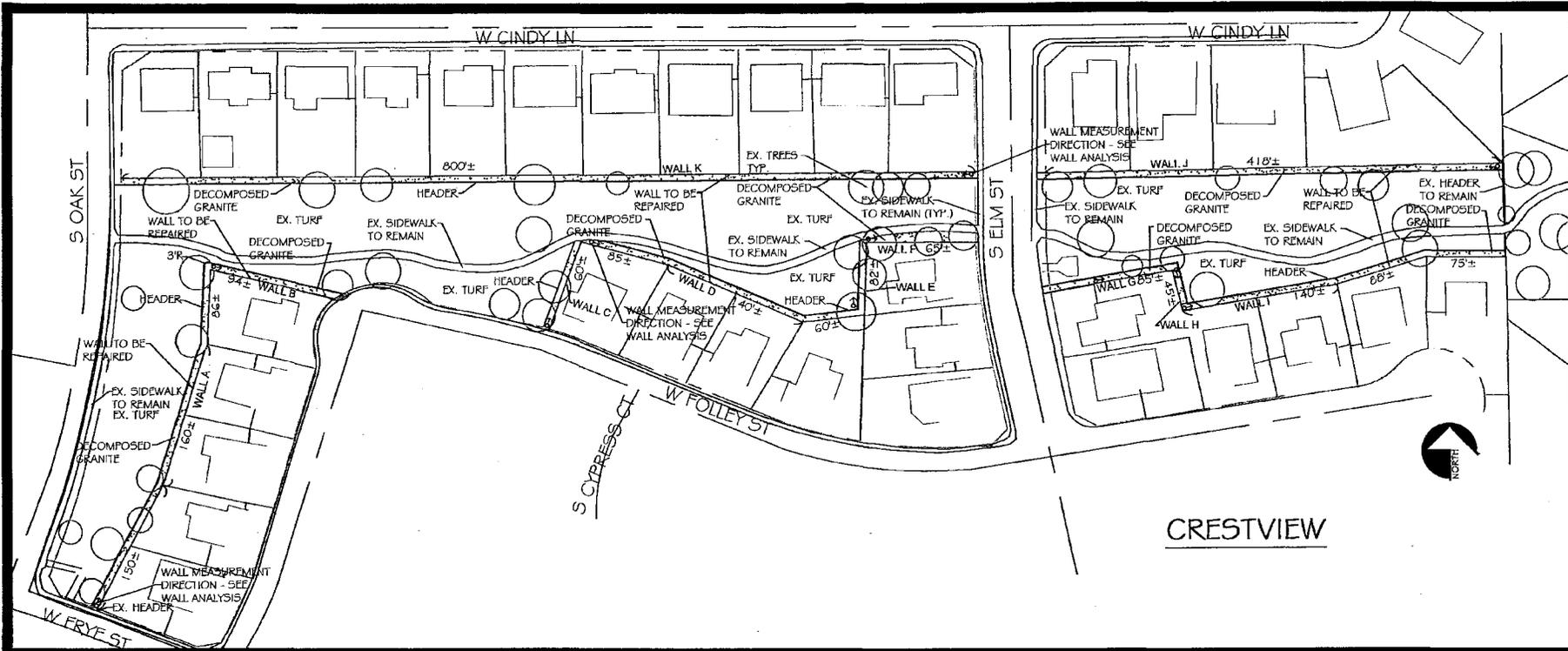
Q6. Will the City provide contractor with homeowners' contact information?

**Response: The City will approach each home for approvals. The contractor will have to communicate with the homeowner and for example, let them know when they will be accessing their yard and may have to provide a door hanger with both City and Contractor contact information. Homeowner information (Name and Address) will be provided upon request.**

**All other terms and conditions remain as stated in the existing solicitation documents. Acknowledge this addendum in your bid/proposal.**

Raquel McMahon  
Procurement Officer  
Email: [raquel.mcmahon@chandleraz.gov](mailto:raquel.mcmahon@chandleraz.gov)

EXHIBIT F



**TURF MODIFICATIONS AND WALL REPAIR**  
**CRESTVIEW SUBDIVISION, CHANDLER ARIZONA**

SCALE: NOT TO SCALE  
 DATE: SEPTEMBER 16, 2013  
 NOTE: THIS PLAN IS A TRACING OF AN AER PHOTO. IT IS NOT A SURVEY AND MAKES NO REPRESENTATION AS A SURVEY.  
 REVISED DEC. 17, 2013



**Chandler + Arizona**  
*Where Values Make The Difference*  
 CITY OF CHANDLER  
 TRANSPORTATION AND DEVELOPMENT DEPARTMENT  
 STREETS DIVISION  
 BUILDING 0  
 678 N ARMSTRONG WAY  
 CHANDLER, AZ 85226

1 OF 2

## CITY OF CHANDLER NOTES

1. ALL DISTURBED CRESTVIEW AREAS, NOT OTHERWISE PAVED, SHALL BE FINE GRADED, AND COVERED WITH 2" MINIMAL DEPTH SCREENED 3/4" MADISON GOLD DECOMPOSED GRANITE (BETWEEN THE HEADER AND WALL). TOPSOIL AND MATCHING TURF SEED IN DISTURBED TURF AREAS MEETING THE CITY OF CHANDLER SPECIFICATIONS AS REQUIRED. THE EL PASO EASEMENT PORTION (WEST OF ELM) ±53,000 SF IS TO RECEIVE 2" DEPTH OF 3/4" MINUS MADISON GOLD DECOMPOSED GRANITE
2. NO SUBSTITUTIONS SHALL BE MADE WITHOUT THE CONSENT OF THE CITY REPRESENTATIVE (480) 782-3428.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS, IF ANY, PRIOR TO THE START OF CONSTRUCTION.
4. THE CITY REPRESENTATIVE SHALL BE NOTIFIED 48 HOURS MINIMUM PRIOR TO THE START OF CONSTRUCTION.
5. ALL CONSTRUCTION SHALL BE RESTORED TO THE ORIGINAL CONDITIONS UTILIZING THE MINIMAL FOLLOWING REQUIREMENTS.
  - A) ALL PLANT MATERIAL IMPACTED BY CONSTRUCTION SHALL BE REPLACED WITH THE SAME SIZE AND TYPE OF PLANT MATERIAL AT A LOCATION TO BE DETERMINED BY THE CITY REPRESENTATIVE.
  - B) ALL IRRIGATION SYSTEMS SHALL BE RESTORED TO FULL FUNCTIONING STATUS. ANY IRRIGATION TO BE LOCATED BELOW CONCRETE, PAVERS, OR ASPHALT SHALL BE SLEEVED.
  - C) THE AREA OF CONSTRUCTION FOR ALL AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE (I.E. SURFLAN) OR APPROVED EQUAL. APPLICATION SHALL BE TWICE, (BEFORE GRANITE AND AFTER GRANITE).
  - D) THE CONTRACTOR SHALL CONTACT THE CITY LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE TO INSPECT ALL WORK PRIOR ACCEPTANCE.
6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY AND STRUCTURES LOCATIONS PRIOR TO CONSTRUCTION. ALL CONFLICTS SHALL BE ADDRESSED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS TO CONTACT BLUE STAKE.
7. ANY WORK PERFORMED WITHOUT THE APPROVAL OF THE CITY REPRESENTATIVE AND/OR ALL WORK OR MATERIAL NOT IN CONFORMANCE WITH THE PLANS OR SPECIFICATIONS IS SUBJECT TO REMOVAL, AND REPLACEMENT AT THE CONTRACTORS EXPENSE.
8. THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR LIABILITY ACCRUED DUE TO DAMAGES AND/OR DAMAGES TO UTILITIES IN CONJUNCTION WITH THIS CONSTRUCTION. THE CITY WILL NOT PARTICIPATE IN THE COST OF ANY UTILITY RELOCATION.
9. STOCKPILING OF EXCESS MATERIAL WITHIN THE CHANDLER CITY LIMITS OR PLANNING AREA SHALL BE DONE IN SUCH A WAY THAT WILL NOT CREATE A NUISANCE.
10. TRAFFIC CONTROL, IF REQUIRED, SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF CHANDLER TRAFFIC BARRICADE MANUAL AND SPECIFICATION. CONTACT STEVE LINDL 480-782-3453 FOR BARRICADE, ROAD CLOSURE COORDINATION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING EXISTING CONDITIONS. IF DAMAGE OCCURS ON PRIVATE PROPERTY IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE AND/OR REPAIR THE ITEM AT HIS OWN EXPENSE.

### SCOPE:

This project is to repair and paint existing walls, remove existing sod a distance of 6'-6" (minimum- see plan) away parallel to existing walls, relocate existing spray head irrigation so the irrigation remains in the turf areas in working order with sufficient cover, and install a 6" wide, 3,500 psi minimum, #4 bar reinforced (or equal cable reinforcement) concrete header curb between turf and an area to be filled with 3/4" sized screened Madison Gold decomposed granite at a minimum depth of 2". Also provide 2" depth Madison Gold minus on the El Paso Easement (Kinder Morgan).

The contractor is to repair the existing wall to the most complete extent as possible. This may include replacing cracked columns, footings, or wall sections and replace missing or cracked block. The wall is to have its cracks filled and patched as required on either side and then have the wall sanded and painted on the City side and also on the private side if the existing wall is painted. All painted walls shall receive two coats of paint. The proposed private side color shall match existing and be approved by both the City and property owner. Any wall section whose continuity is in question will require replacement. Replacement block is to match existing block in size texture, and finish. Holes and joints shall be grouted with Type S mortar as required. Provide solid reinforcement if necessary utilizing #4 rebar. Finished walls are to be straight and true. Wall color, 2 coats is required, is to be Mesa Tan DEC718 by Dunn & Edwards or approved equal.

The proposed 6" x 8" reinforced concrete header is to be straight and true meeting line and grade as required with minimal vertical or horizontal "wobbles". The intent is to have the proposed header height equal to the height of the cut turf height.

## WALL EXISTING CONDITION ANALYSIS

THE FOLLOWING IS AN ESTIMATE AS TO THE AMOUNT OF REPAIR AND REPLACEMENT REQUIRED FOR THIS PROJECT. IT IS THE CONTRACTORS RESPONSIBILITY TO PREPARE THEIR OWN ESTIMATE TO ASSURE THE WALL IS REPAIRED AND OR REPLACED IN AN ACCEPTABLE MANNER.

### CONDITION

- 1 GOOD - NEEDS PAINT, MINOR REPOINTING
- 2 FAIR - NEEDS PAINT, REPOINTING, PATCHING, SOME CRACKS
- 3 POOR - NEEDS PAINT, PATCHING, REPLACEMENT

### ← MEASUREMENT DIRECTION

CC-CRACKED COLUMN  
BCC-BADLY CRACKED COLUMN  
RC-REPLACE COLUMN  
H2O-WATER DAMAGE

<b>WALL A</b>	0-47' - TYPE 2 CONDITION 20' CC 47'-87' - TYPE 1 CONDITION 87' TO 103' - TYPE 2 CONDITION 103' TO 302' - TYPE 1 CONDITION 172' CC 302'-315' - TYPE 2 CONDITION 315' TO 397' - TYPE 1 CONDITION 397' CC	<b>WALL D</b>	0-26' - TYPE 1 CONDITION 52' CC 26'-65' - TYPE 2 CONDITION 65'-86' - TYPE 1 CONDITION 86'-111' - TYPE 2 CONDITION 111' CC 111'-188' TYPE 1 CONDITION 188' CC 188'-202' TYPE 3 CONDITION 202' CC 237' BCC 247' CC 259' CC 202'-285' TYPE 1 CONDITION	<b>WALL G</b>	0-10' TYPE 1 CONDITION 10' CC 10'-19' TYPE 2 CONDITION 19' CC 77' HOLE PATCH 19'-83' TYPE 1 CONDITION	<b>WALL K</b>	0-370' TYPE 1 CONDITION 222' GROUT REQUIRED 370'-380' TYPE 2 CONDITION 380'-480' TYPE 1 CONDITION 480'-497' TYPE 2 CONDITION 497'-819' TYPE 1 CONDITION 718' CC
<b>WALL B</b>	0-8' - TYPE 1 CONDITION 8'- 22' - TYPE 2 CONDITION 22' CC 22'-88' - TYPE 1 CONDITION	<b>WALL E</b>	0-82' TYPE 1 CONDITION 43' CC 55' CC	<b>WALL H</b>	0-11' TYPE 3 CONDITION 22' CC 11'-44' TYPE 1 CONDITION	<b>WALL I</b>	0-39' TYPE 2 CONDITION 39' CC 39'-306' TYPE 1 CONDITION
<b>WALL C</b>	0-35' SHORT PAINTED WALL 0-101' TYPE 1 CONDITION 5' BCC 10' BCC	<b>WALL F</b>	0-67' TYPE 1 CONDITION	<b>WALL J</b>	0-24' TYPE 3 CONDITION 49' CC 40' CC 55' CC 95' CC 135' BCC 24'-135' TYPE 1 CONDITION 135'-149' TYPE 2 CONDITION 149' CC 163' CC 188' CC 149'-255' TYPE 1 CONDITION 255'-319' TYPE 2 CONDITION 307' CC 319'-426' TYPE 1 CONDITION 414' CC 418' PATCH HOLE		

The Contractor may utilize levels and survey equipment to aid in assuring a quality final product. Although minimal, cut and fill may be required to complete this successfully. If there is any existing site feature, like a tree, that impacts the line, the contractor shall contact the City representative for location coordination. The intent of the header is to be parallel to the existing wall and existing header.

The Contractor is to clean up site upon completion, rake out areas as may be required, repair any damage in kind, and add a matching seed and or topsoil in areas, if required. Debris disposal shall be offsite at the Contractor's expense. Irrigation interruption should be kept to a minimum so existing plant life may be watered as soon as possible. If necessary, the Contractor shall be responsible for supplemental watering if a prolonged water outage occurs.

It is the Contractor's responsibility to purchase, haul, deliver, spread, provide the required granite as required. It will also be the contractors responsibility to coordinate and work with existing utilities if required. Specifically, a Kinder Morgan gas line (formerly El Paso Gas) bisects the site, some coordination shall be required by the Contractor.

## TURF MODIFICATIONS AND WALL REPAIR

CRESTVIEW SUBDIVISION, CHANDLER ARIZONA

REVISED DEC. 17, 2013

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