



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

MEMO NO. ST09-030

1. Agenda Item Number:

25

2. Council Meeting Date:
June 25, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: May 18, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Approve Agreement No. ST9-745-2750 for Asphalt Patchwork with G&G Construction Inc. for one year, from July 1, 2009 through June 30, 2010, in an amount not to exceed \$637,468; with options to renew for up to four (4) additional one-year periods.

6. RECOMMENDATION: Recommend approval of Agreement No. ST9-745-2750 for Asphalt Patchwork with G&G Construction Inc. for one year, from July 1, 2009 through June 30, 2010, in an amount not to exceed \$637,468; with options to renew for up to four (4) additional one-year periods.

7. BACKGROUND/DISCUSSION: This Asphalt Patchwork Agreement is used as needed for the repair of arterials, collectors, and local streets. The current volume or scope of work of asphalt patchwork repairs to be completed by the Streets Division exceeds the capacity of existing crews; therefore, this Agreement will be used to complete the overflow asphalt paving work. This Agreement is a unit cost contract that will be used to apply an asphalt cap on older arterial streets that need maintenance and for larger patch repairs on an as needed basis. Water Distribution also uses this contract for various repairs as a result of pipeline work on an "as needed" basis. The total amount includes \$150,000 to be used by Water Distribution for various pipeline repairs as needed.

8. EVALUATION PROCESS: A bid was issued for Asphalt Patchwork and Maintenance. All registered vendors were notified and 40 vendors requested the bid. Seven responses were received and evaluated. The following is a list of the responses:

- G&G Construction Company - \$ 487,468.00
- Heavy Duty Contracting - \$ 756,991.50
- Southwest Paving - \$ 816,760.00
- Cactus Asphalt - \$ 954,828.00
- R.D. Sanders - \$1,004,200.00
- Specialized Surfacing - \$1,106,111.70
- CPC Asphalt - \$4,278,385.40

Staff is recommending award to G&G Construction Company as the lowest responsible, responsive vendor.

9. FINANCIAL IMPLICATIONS:

Cost: \$637,468

Savings: N/A

Long Term Costs: N/A

<u>Acct No.</u>	<u>Fund</u>	<u>Program Name</u>	<u>CIP Funded</u>	<u>Funds</u>
215.3310.0000.6513.10T248	HURF	Asphalt Paving	FY09/10	\$487,468
605.3800.0000.5332	Water Dist	Operating Funds	FY09/10	\$150,000

10. PROPOSED MOTION: Move to approve Agreement No. ST9-745-2750 for Asphalt Patchwork with G&G Construction Inc. for one year, from July 1, 2009 through June 30, 2010, in an amount not to exceed \$637,468; with options to renew for up to four (4) additional one-year periods.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department



Daniel W. Cook, Deputy Public Works Director

12. Department Head



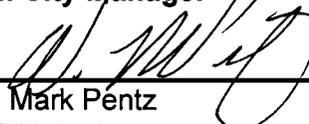
R.J. Zedek, Public Works Director

13. Procurement Officer.



Sharon Brause, CPPB, CPCP

14. City Manager



W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
ASPHALT PATCHWORK & MAINTENANCE
AGREEMENT NO.: ST9-745-2750**

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 2009, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and G&G Construction Company, 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 Streets Superintendent /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 asphalt patchwork maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Contractor's Equipment listing (Exhibit D), Performance Bond (Exhibit E1), Payment Bond (Exhibit E2), required signage (Exhibits F1 – F3) and approved asphalt mixes (Exhibit G) are attached and incorporated herein by reference. All addenda attached (Exhibits H1 – H57) shall be incorporated into the scope of work requirements herein. If there is conflicting information, the later addenda shall prevail.

- 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 commercial 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.
2. **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. **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.
- 3.4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **Six Hundred Thirty Seven Thousand Four Hundred Sixty Eight Dollars (\$637,468)** 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. TAXES

- 4.1. 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 (Pricing) 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. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 4.6. **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.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is **one (1) year** (s), commencing on July 1, 2009 and terminating on June 30, 2010 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **four (4) additional terms** of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to sixty (60) days.
 - 5.1. The City Manager/designee is authorized to approve and execute, on behalf of the City, any such future extensions to this Contract, on the same terms and conditions.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
 - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
 - 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. Alternate Dispute Resolution. REQUIREMENT FOR ALTERNATIVE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This

deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

C. APPEAL TO MARICOPA COURTS: Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for

judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 12. INSURANCE:**
- 12.1. Insurance Representations and Requirements:**
- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally

accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional

insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability. CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability. CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

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:	Streets Division
Contact:	Ruthann Goemaat
Mailing Address:	PO Box 4008 – MS 909
Physical Address:	975 E Armstrong Way #C
City, State, Zip	Chandler AZ 85244
Phone:	480-782-3500
FAX:	480-782-3495

In the case of the CONTRACTOR

Firm Name:	G&G Construction Co
Contact:	Monica Hills
Address:	9001 E Eaglefeather Rd
City, State, Zip	Tucson, AZ 85749
Phone:	520-749-2998
FAX:	520-749-8480
EMAIL:	Snoopymjh@msn.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 Bond. Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance in such form and context as determined by CITY from a surety approved by CITY. Said bond shall be in a sum no less than twenty-five (25%) of the Contract price.

CITY has the option to forfeit said bond 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.

15.3 Entire Agreement. This Agreement, including 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.

15.0 **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 _____ 2009.

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

City Attorney *[Signature]*

FOR THE CONTRACTOR

By: *Monica Gearhart*
Signature

ATTEST: If Corporation

SEAL

Secretary

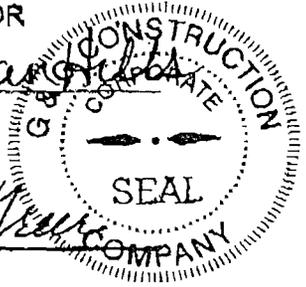


EXHIBIT A

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

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

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

Contract Number:	ST9-745-2750				
Name (as listed in the contract):	G&G Construction Company				
Street Name and Number:	9001 E Eaglefeather Rd				
City:	Tucson	State:	AZ	Zip Code:	85749

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:

Monica Jean Hills

Printed Name: Monica Jean Hills

Title: President

Date (month/day/year): 6/15/09

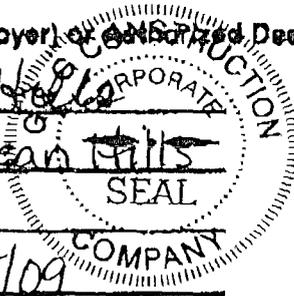


EXHIBIT B SCOPE OF WORK

GENERAL REQUIREMENTS:

CONTRACTOR shall remove and replace asphalt materials, as well as dispose of old asphalt at CITY approved sites. CONTRACTOR shall be responsible for traffic control as required in CITY Barricade Manual as well as all incidental work required to complete the required task. CONTRACTOR shall include all labor, material, equipment needed to perform the work to the highest industry standards. The CITY reserves the right to adjust the amount of work required and number of locations involved for patching. The CITY also reserves the right to add other streets for patching to this Agreement.

1. CONTRACTOR shall provide asphalt patchwork, **or where required, concrete patchwork** and maintenance to CITY. Patches will vary in sizes ranging from 6'x6' to as large as, but not limited to, 20'x200' at various locations throughout the CITY **and shall be replaced "in kind" or as directed by Contract Administrator/designee.** All patches larger than 7'Wx40'L shall require the use of a small paving machine to insure the smoothest surface possible. The patchwork shall be of the highest industry standard and must meet the grades or edges of the existing asphalt surface. CONTRACTOR will not be required to perform the work unless the CITY has a total of approximately 50 square yards to be repaired. Ideally, CONTRACTOR should make every attempt to complete, on the same day, any and all asphalt removal and replacement. Sub-grade preparation after asphalt removal shall be in accordance with M.A.G. standards for this task..
2. CONTRACTOR shall use the most current version of City of Chandler and/or M.A.G. standard details and specifications 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.
3. CONTRACTOR shall submit to Contract Administrator/designee a written proposed schedule of work for approval prior to commencing any work under this Agreement.
4. CONTRACTOR shall submit invoices for payment to Contract Administrator/designee for approval upon completion of work. All work by CONTRACTOR will be inspected and approved by Contract Administrator/designee prior to processing of any payments.
5. Placement and compaction of patch material shall be accomplished in two (2) equal lifts to ensure proper density. The finished surface of the patch shall be flush with the adjoining pavement on all edges. Any newly installed patch that is not acceptable to the Contract Administrator/designee shall be removed and replaced to meet acceptable standards. Any additional cost incurred for re-work will be the responsibility of the Contractor. Compaction shall be accomplished using a self-propelled double drum vibratory asphalt roller, with a minimum operating weight of three (3) tons. Use of any other compaction equipment will not be allowed unless approved by the Contract Administrator/designee.
6. Work site cleaning shall be required daily to remove any debris caused by asphalt removal/replacement operation. This task shall be done to the satisfaction of the Contract Administrator/designee. All clean up shall be included within removal/replacement pricing listed on attached Exhibit C and shall be at no additional cost to the CITY.
7. CONTRACTOR shall supply asphalt material for this contract. The CITY shall approve the asphalt supplier prior to CONTRACTOR commencing work. The asphalt mix design shall meet the East Valley Asphalt Committee (EVAC) mix design criteria. On arterial streets, rubberized asphalt mix shall be used or as directed by Contract Administrator/designee.

8. CONTRACTOR shall be responsible for ordering and coordination of barricading and traffic control requirements. Set up shall be per the City of Chandler Traffic Barricade. Barricading restrictions on arterial streets cannot be in place earlier than 8:30 a.m. or after 4:00 p.m. Scheduling of asphalt placement shall be coordinated to ensure that material has cooled enough to avoid tracking or damage. Any areas that can not be completed and open to traffic by 4:00 PM must be steel plated, plates countersunk, in accordance with attached standard MAG Detail 211, before open to traffic and shall be at no additional cost to CITY. Traffic control shall be paid at the unit price listed, for each individual street segment, and for the length of time needed to complete all the work in accordance with the Agreement.
9. At all signalized intersections where patching is required, an off-duty uniformed police officer shall direct at no additional cost to the City. Traffic control plans shall be submitted to the Contract Administrator/designee for approval prior to commencing work.
10. The CITY reserves the right to conduct in-place density testing on newly placed asphalt patches. CONTRACTOR shall be required to re-compact any patch that does not meet a minimum of 95% maximum density compaction for the mix design being used. If required compaction is no longer attainable due to material cooling below a workable temperature, CONTRACTOR shall remove and replace the material. The CITY shall be responsible only for the cost of the initial testing. CONTRACTOR shall be responsible for any cost associated with re-testing areas requiring re-work. CONTRACTOR shall not be allowed to re-heat asphalt patches with an open flame heater. Any asphalt patch reheated with open flames shall be removed and replaced by the CONTRACTOR at no additional cost to CITY.
11. Work quantities and locations listed under this Agreement are subject to change and may be done solely at the discretion of the CITY. The CITY will provide CONTRACTOR with a list of the locations and approximate square yards of each location when required.
12. The CITY reserves the right to stop work under this Agreement at any time if, in their opinion:
 - a) weather conditions become adverse for doing patchwork;
 - b) quality of work is deemed unacceptable;
 - c) conflicts in CONTRACTOR equipment or personnel cause delays in getting work completed;
 - d) work schedules/locations conflict with other CITY activities;
 - e) material is deemed unacceptable by Contract Administrator/designee.
13. Asphalt milling will be of depths from 0-2" and 2"-4" as called out by Contract Administrator/designee. Areas milled must have vertical edges on all sides of the patch.
14. Asphalt patching done on arterial roads shall be a minimum of 4" thick or equal to the existing thickness of asphalt which ever is greater. On collector streets the patches must be a minimum of 2" or equal to the existing thickness of the asphalt surface, which ever is greater.
15. The CITY shall mark all locations for patching or milling. Prior to commencing work, the Contract Administrator/designee and CONTRACTOR shall measure the areas and agree upon the square yards required.
16. If working at signals, CONTRACTOR shall notify the CITY Traffic Division and Contract Administrator/designee 48-hours prior to commencing work to ensure that the loops can be re-installed by CONTRACTOR.
17. Per pavement cut and patch and joint/cut sealant detail, CONTRACTOR shall repair, clean prepared joint and will with Crafcro Polyflex Type III crack sealant (or approved equal) after two (2) days.

DEFINITIONS:

1. **Asphalt removal and replacement: per inch of depth / per sq. yd. total.**
All price items to include disposal of surplus materials by CONTRACTOR.
All price items to include new materials placed, graded and compacted to standard MAG specifications.
2. **Sub-base and sub-grade removal and replacement: per cu. yd.**
Any surplus materials to be disposed of by CONTRACTOR.
All materials to be placed, compacted and graded to finish grade as per standard MAG specifications.
All price items to include replacement of approved materials.
3. **New asphalt (A/C) only: per 1" of depth / per sq. yd.**
New material to be placed and compacted to standard MAG specifications.
4. **New aggregate base course (ABC): per cu. yd.**
New material to be placed, graded and compacted to standard MAG specifications.
5. **Earth work and sub-grade preparation only: per cu. yd.**
All surplus material to be disposed of by CONTRACTOR.
Sub-grade to be placed, compacted and graded to finished grade.

**EXHIBIT C
PRICING**

Line #	Description	U.O.M .*	Qty	Unit Price	Extended Price
1.	Saw cut: per linear foot / per inch				
	0-2.0" deep	LF	1,500	\$.70	\$1,050.00
	2.1" – 3.0" deep	LF	2,000	\$.80	\$1,600.00
	3.1" – 4.0" deep	LF	2,000	\$1.29	\$2,580.00
	Greater than 4.0" deep	LF	2,000	\$1.50	\$3,000.00
2.a.	EVAC Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	1,000	\$21.43	\$21,430.00
	0" to 4.0" deep, 11 – 100 sq. yd	SY	2,500	\$21.43	\$53,575.00
	0" to 4.0" deep, 101 sq. yd or more	SY	1,000	\$21.43	\$21,430.00
	4" to 8" deep, 1 – 10 sq yd	SY	1,000	\$21.43	\$21,430.00
	4" to 8" deep, 11 – 100 sq yd	SY	1,000	\$21.43	\$21,430.00
	4" to 8" deep, 101 sq yd or more	SY	1,000	\$21.43	\$21,430.00
2.b.	Rubberized Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	500	\$30.00	\$15,000.00
	0" to 4.0" deep, 11 – 100 sq. yd	SY	1,200	\$30.00	\$36,000.00
	0" to 4.0" deep, 101 sq. yd or more	SY	500	\$30.00	\$15,000.00
2.c.	2" Asphalt Cap	SY	28,000	\$6.06	169,680.00
3.	Asphalt mill up to 0-2.0" deep per sq yd	SY	400	\$8.00	\$3,200.00
4.	Asphalt mill up to 2.1"-4.0" deep per sq yd	SY	200	\$9.10	\$1,820.00
5.	Sub-base and sub-base grade removal and replacement, per cu yd	CY	400	\$10.50	\$4,200.00
6.	Police Officer for traffic control	HR	90	\$39.00	\$3,510.00
7.	Traffic control for arterial and collector (per 24-hour day)	DAY	80	\$422.00	\$33,760.00
8.	Traffic control for local streets (per 24-hour day)	DAY	20	\$336.00	\$6,720.00
9.	New A/C only, 1" deep per sq yd	SY	500	\$7.50	\$3,750.00
10.	New ABC only	CY	250	\$10.17	\$2,542.50
11.	Sub-grade work only, per cu yd	CY	250	\$12.85	\$3,212.50
12.	Remove concrete curb & gutter (per lineal foot)	LF	500	\$8.57	\$4,285.00
13.	Place concrete curb & gutter (per lineal foot)	LF	500	\$12.85	\$6,425.00
14.	Removal of concrete flatwork, 0-4" (per sq yard)	SY	250	\$1.77	\$442.50
15.	Removal of concrete flatwork, 4.1" – 8.0" (per sq yard)	SY	250	\$1.93	\$482.50
16.	Place finished concrete flatwork, 0-4" (per sq yard)	SY	250	\$4.40	\$1,100.00
17.	Place finished concrete flatwork, 4.1" – 8.0" (per sq yard)	SY	250	\$10.28	\$2,570.00
18.	Standard COC signal loop, 6' x 50'	EA	3	\$295.00	\$885.00

					SUB-TOTAL	\$483,540.00
19.	General survey	HOUR	20	\$96.40		\$1,928.00
20.	Crack seal (per lineal foot)	LF	5,000	\$.40		\$2,000.00
21.	Pipeline repairs for Water Distribution Division in an amount not to exceed -					\$150,000.00
					TOTAL ITEMS 1-20	\$637,468.00

Pricing shall include placing of barricades by CONTRACTOR.

***Quantities are listed as estimates ONLY and are not guaranteed.**

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

**EXHIBIT E1
PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 25% 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 **ASPHALT PATCHWORK & MAINTENANCE, Bid No. ST9-913-2750**, 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 _____, 2009.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

SURETY SEAL

AGENT ADDRESS

EXHIBIT E2
PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 25% 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 _____, 20____, for _____, Bid No. _____, 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 _____, 20____.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

AGENT ADDRESS

SURETY SEAL

FILE SAVED AS Forms/Payment Bond.doc

**EXHIBIT F1
CONSTRUCTION SIGN DETAIL**

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;
 - f) 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 F2

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

CONTRACTOR
(480) 782-XXXX

EXHIBIT G

2009 APPROVED ASPHALT MIXES*

By the East Valley Asphalt Committee
April 29th, 2009

Mix Product Approval Percent Compaction
Designation Code Date Asphalt Temperatures

MISSION MATERIALS Co.

Plant #103 - Coolidge, AZ

R-3/4 R-352033E 1/29/2009 5.2 296 - 304
R-1/2 R-456033E 1/29/2009 5.6 296 - 304
A-3/4 A-348033E 1/29/2009 4.8 296 - 304
A-1/2 A-452033E 1/29/2009 5.2 296 - 304

HANSON AGGREGATES ARIZONA, INC.

Plant #34 - Higley Plant - 3602 Higley Road, Mesa, AZ

R-3/4 3419ER 2/23/2009 5.5 296 - 304
A-3/4 3419SPEA 2/23/2009 5.4 296 - 304
A-1/2 3412SPEA 2/23/2009 5.7 296 - 304

CEMEX

Plant #1385 - Beeline Plant - Beeline Hwy. & Country Club Drive, Mesa, AZ

R-3/4 1411483 1/2/2009 5.0 293 - 302
R-1/2 1411484 1/2/2009 5.5 293 - 302
A-3/4 1411485 1/2/2009 4.5 293 - 302
A-1/2 1411506 1/2/2009 5.0 293 - 302

Plant #1388 - Gila Plant - Maricopa Road & Gila River, Maricopa, AZ

R-3/4 1411584 1/28/2009 5.0 293 - 302
R-1/2 1411585 1/28/2009 5.5 293 - 302
A-3/4 1411646 1/28/2009 4.5 293 - 302
A-1/2 1411647 1/28/2009 5.0 293 - 302

Plant #1379- Sacaton & Gila River, Sacaton, AZ

R-3/4 1411479 1/28/2009 5.0 293 - 302
R-1/2 1411480 1/28/2009 5.5 293 - 302
A-3/4 1411481 1/28/2009 4.6 293 - 302
A-1/2 1411482 1/28/2009 5.1 293 - 302

VULCAN MATERIALS

Plant #131 - Mesa Plant - 1900 N. Longmore, Mesa, AZ

R-3/4 BDM 2/18/2009 5.3 296 - 304
R-1/2 B7M 2/18/2009 5.6 296 - 304
A-3/4 BDK 2/18/2009 5.2 298 - 307
A-1/2 BDL 2/18/2009 5.3 298 - 307

Plant #125 - Queen Creek, AZ

A-3/4 BHM 2/18/2009 5.0 298 - 307
A-1/2 BHL 2/18/2009 5.5 298 - 307

SOUTHWEST ASPHALT

28th St. Plant - Phoenix, AZ

R-3/4 1350ELMHH8 3/16/2009 5.0 298 - 307
R-1/2 1255ELMHH8 3/20/2009 5.5 298 - 307
A-3/4 1348MHS HH8 3/16/2009 4.8 298 - 307
A-1/2 1250MHS HH8 3/20/2009 5.0 298 - 307

Florence Plant - Florence, AZ

R-3/4 2350ELMGH9 3/20/2009 5.0 298 - 307
R-1/2 2255ELMGH9 3/20/2009 5.5 298 - 307
A-3/4 2347MHS GH9 3/25/2009 4.7 298 - 307

A-1/2 2250MHS9 3/25/2009 5.0 298 – 307

Mesa Materials

Plant #22 - Coolidge, AZ

R-1/2 2132 (970) 4/29/2009 5.5 291 – 299

R-3/4 2204 (970) 4/3/2009 5.0 291 – 299

A-3/4 2219 (970) 4/29/2009 4.9 291 – 299

A-1/2 2226 (970) 4/3/2009 5.2 291 – 299

Higley Plant - Higley, AZ

A-1/2 522 (900) 4/29/2009 5.6 299 – 307

R-1/2 524 (900) 4/29/2009 6.0 294 – 302

R-3/4 533 (900) 4/29/2009 5.4 291 – 299

EXHIBIT H1



April 28, 2009

**ASPHALT PATCHWORK
BID NO. ST9-745-2750
ADDENDUM 1**

Please note the following changes / additions:

1. Page 27, Section 15.2 replace with the following:

15.2 Performance Bond. Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance in such form and context as determined by CITY from a surety approved by CITY. Said bond shall be in a sum no less than twenty-five (25%) of the Contract price.

CITY has the option to forfeit said bond 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.

2. Page 36 "Construction Sign Detail". Delete.
3. The updated April 6, 2009 EVAC listing is attached as a separate document. This adds two (2) of Mesa Material's products; the remaining six (6) items are under review and will be added as they are completed. Please ensure that only mixes from the attached listing are used.

End of Addendum.

EXHIBIT H2



May 5, 2009

**ASPHALT PATCHWORK
BID NO. ST9-745-2750
ADDENDUM 2**

Please replace pricing page with new page attached:

End of Addendum.

/sb

**EXHIBIT C
PRICING - revised**

Line #	Description	U.O.M	Qty	Unit Price	Extended Price
1.	Saw cut: per linear foot / per inch				
	0-2.0" deep	LF	1,500	\$	\$
	2.1" – 3.0" deep	LF	2,000	\$	\$
	3.1" – 4.0" deep	LF	2,000	\$	\$
	Greater than 4.0" deep	LF	2,000	\$	\$
2.	Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	1,000	\$	\$
	0" to 4.0" deep, 11 – 100 sq. yd	SY	2,500	\$	\$
	0" to 4.0" deep, 101 sq. yd or more	SY	1,000	\$	\$
	4" to 8" deep, 1 – 10 sq yd	SY	1,000	\$	\$
	4" to 8" deep, 11 – 100 sq yd	SY	1,000	\$	\$
	4" to 8" deep, 101 sq yd or more	SY	1,000	\$	\$
3.	Asphalt mill up to 0-2.0" deep per sq yd	SY	400	\$	\$
4.	Asphalt mill up to 2.1"-4.0" deep per sq yd	SY	200	\$	\$
5.	Sub-base and sub-base grade removal and replacement, per cu yd	CY	400	\$	\$
6.	Police Officer for traffic control	HR	90	\$	\$
7.	Traffic control for arterial and collector (per 24-hour day)	DA Y	80	\$	\$
8.	Traffic control for local streets (per 24-hour day)	DA Y	20	\$	\$
9.	New A/C only, 1" deep per sq yd	SY	500	\$	\$
10.	New ABC only	CY	250	\$	\$
11.	Sub-grade work only, per cu yd	CY	250	\$	\$
12.	Remove concrete curb & gutter (per lineal foot)	LF	500	\$	\$
13.	Place concrete curb & gutter (per lineal foot)	LF	500	\$	\$
14.	Removal of concrete flatwork, 0-4" (per sq yard)	SY	250	\$	\$
15.	Removal of concrete flatwork, 4.1" – 8.0" (per sq yard)	SY	250	\$	\$
16.	Place finished concrete flatwork, 0-4" (per sq yard)	SY	250	\$	\$
17.	Place finished concrete flatwork, 4.1" – 8.0" (per sq yard)	SY	250	\$	\$
18.	Standard COC signal loop, 6' x 50'	EA	3	\$	\$
18.a	2" Asphalt Cap	SY	28,000	\$	\$
SUB-TOTAL					\$
19.	General survey	HOUR	20	\$	\$
20.	Crack seal (per lineal foot)	LF	5,000	\$	\$
TOTAL ITEMS 1-20					\$

*Pricing shall include placing of barricades by CONTRACTOR.

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

EXHIBIT H3



May 8, 2009

**ASPHALT PATCHWORK
BID NO. ST9-745-2750
ADDENDUM 3**

As of April 29, 2009, the East Valley Asphalt Committee has approved the following additional asphalt mixes:
The asphalt mixes comply with the Dec 1, 2008 criteria.

Mix Product Approval Percent Compaction
Designation Code Date Asphalt Temperatures

MISSION MATERIALS Co.

Plant #103 - Coolidge, AZ

R-3/4 R-352033E 1/29/2009 5.2 296 - 304
R-1/2 R-456033E 1/29/2009 5.6 296 - 304
A-3/4 A-348033E 1/29/2009 4.8 296 - 304
A-1/2 A-452033E 1/29/2009 5.2 296 - 304

HANSON AGGREGATES ARIZONA, INC.

Plant #34 - Higley Plant - 3602 Higley Road, Mesa, AZ

R-3/4 3419ER 2/23/2009 5.5 296 - 304
A-3/4 3419SPEA 2/23/2009 5.4 296 - 304
A-1/2 3412SPEA 2/23/2009 5.7 296 - 304

CEMEX

Plant #1385 - Beeline Plant - Beeline Hwy. & Country Club Drive, Mesa, AZ

R-3/4 1411483 1/2/2009 5.0 293 - 302
R-1/2 1411484 1/2/2009 5.5 293 - 302
A-3/4 1411485 1/2/2009 4.5 293 - 302
A-1/2 1411506 1/2/2009 5.0 293 - 302

Plant #1388 - Gila Plant - Maricopa Road & Gila River, Maricopa, AZ

R-3/4 1411584 1/28/2009 5.0 293 - 302
R-1/2 1411585 1/28/2009 5.5 293 - 302
A-3/4 1411646 1/28/2009 4.5 293 - 302
A-1/2 1411647 1/28/2009 5.0 293 - 302

Plant #1379- Sacaton & Gila River, Sacaton, AZ

R-3/4 1411479 1/28/2009 5.0 293 - 302
R-1/2 1411480 1/28/2009 5.5 293 - 302
A-3/4 1411481 1/28/2009 4.6 293 - 302
A-1/2 1411482 1/28/2009 5.1 293 - 302

VULCAN MATERIALS

Plant #131 - Mesa Plant - 1900 N. Longmore, Mesa, AZ

R-3/4 BDM 2/18/2009 5.3 296 - 304
R-1/2 B7M 2/18/2009 5.6 296 - 304

A-3/4 BDK 2/18/2009 5.2 298 - 307

A-1/2 BDL 2/18/2009 5.3 298 - 307

Plant #125 - Queen Creek, AZ

A-3/4 BHM 2/18/2009 5.0 298 - 307

A-1/2 BHL 2/18/2009 5.5 298 - 307

* The asphalt mixes comply with the Dec 1, 2008 criteria. Page 2 of 2

SOUTHWEST ASPHALT

28th St. Plant - Phoenix, AZ

R-3/4 1350ELMHH8 3/16/2009 5.0 298 - 307

R-1/2 1255ELMHH8 3/20/2009 5.5 298 - 307

A-3/4 1348MHS HH8 3/16/2009 4.8 298 - 307

A-1/2 1250MHS HH8 3/20/2009 5.0 298 - 307

Florence Plant - Florence, AZ

R-3/4 2350ELMGH9 3/20/2009 5.0 298 - 307

R-1/2 2255ELMGH9 3/20/2009 5.5 298 - 307

A-3/4 2347MHS GH9 3/25/2009 4.7 298 - 307

A-1/2 2250MHS GH9 3/25/2009 5.0 298 - 307

Mesa Materials

Plant #22 - Coolidge, AZ

R-1/2 2132 (970) 4/29/2009 5.5 291 - 299

R-3/4 2204 (970) 4/3/2009 5.0 291 - 299

A-3/4 2219 (970) 4/29/2009 4.9 291 - 299

A-1/2 2226 (970) 4/3/2009 5.2 291 - 299

Higley Plant - Higley, AZ

A-1/2 522 (900) 4/29/2009 5.6 299 - 307

R-1/2 524 (900) 4/29/2009 6.0 294 - 302

R-3/4 533 (900) 4/29/2009 5.4 291 - 299

End of Addendum.

/sb

EXHIBIT H4



May 7, 2009

**ASPHALT PATCHWORK
BID NO. ST9-745-2750
ADDENDUM #4**

Please replace Page 30, "General Specifications", Section 1 with the following:

18. CONTRACTOR shall provide asphalt patchwork, **or where required, concrete patchwork** and maintenance to CITY. Patches will vary in sizes ranging from 6'x6' to as large as, but not limited to, 20'x200' at various locations throughout the CITY **and shall be replaced "in kind" or as directed by Contract Administrator/designee.** All patches larger than 7'Wx40'L shall require the use of a small paving machine to insure the smoothest surface possible. The patchwork shall be of the highest industry standard and must meet the grades or edges of the existing asphalt surface. CONTRACTOR will not be required to perform the work unless the CITY has a total of approximately 50 square yards to be repaired. Ideally, CONTRACTOR should make every attempt to complete, on the same day, any and all asphalt removal and replacement. Sub-grade preparation after asphalt removal shall be in accordance with M.A.G. standards for this task.
19. Replace Exhibit C "Pricing" page with attached revised page.

Please refer any further questions to sharon.brause@chandleraz.gov or 480-782-2407.

End of Addendum

/sb

**EXHIBIT C
PRICING - REVISED**

Line #	Description	U.O.M.*	Qty	Unit Price	Extended Price
1.	Saw cut: per linear foot / per inch				
	0-2.0" deep	LF	1,500	\$ _____	\$ _____
	2.1" – 3.0" deep	LF	2,000	\$ _____	\$ _____
	3.1" – 4.0" deep	LF	2,000	\$ _____	\$ _____
	Greater than 4.0" deep	LF	2,000	\$ _____	\$ _____
2.a.	EVAC Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	1,000	\$ _____	\$ _____
	0" to 4.0" deep, 11 – 100 sq. yd	SY	2,500	\$ _____	\$ _____
	0" to 4.0" deep, 101 sq. yd or more	SY	1,000	\$ _____	\$ _____
	4" to 8" deep, 1 – 10 sq yd	SY	1,000	\$ _____	\$ _____
	4" to 8" deep, 11 – 100 sq yd	SY	1,000	\$ _____	\$ _____
	4" to 8" deep, 101 sq yd or more	SY	1,000	\$ _____	\$ _____
2.b.	Rubberized Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	500	\$ _____	\$ _____
	0" to 4.0" deep, 11 – 100 sq. yd	SY	1,200	\$ _____	\$ _____
	0" to 4.0" deep, 101 sq. yd or more	SY	500	\$ _____	\$ _____
3.	Asphalt mill up to 0-2.0" deep per sq yd	SY	400	\$ _____	\$ _____
4.	Asphalt mill up to 2.1"-4.0" deep per sq yd	SY	200	\$ _____	\$ _____
5.	Sub-base and sub-base grade removal and replacement, per cu yd	CY	400	\$ _____	\$ _____
6.	Police Officer for traffic control	HR	90	\$ _____	\$ _____
7.	Traffic control for arterial and collector (per 24-hour day)	DAY	80	\$ _____	\$ _____
8.	Traffic control for local streets (per 24-hour day)	DAY	20	\$ _____	\$ _____
9.	New A/C only, 1" deep per sq yd	SY	500	\$ _____	\$ _____
10.	New ABC only	CY	250	\$ _____	\$ _____
11.	Sub-grade work only, per cu yd	CY	250	\$ _____	\$ _____
12.	Remove concrete curb & gutter (per lineal foot)	LF	500	\$ _____	\$ _____
13.	Place concrete curb & gutter (per lineal foot)	LF	500	\$ _____	\$ _____
14.	Removal of concrete flatwork, 0-4" (per sq yard)	SY	250	\$ _____	\$ _____
15.	Removal of concrete flatwork, 4.1"– 8.0" (per sq yard)	SY	250	\$ _____	\$ _____
16.	Place finished concrete flatwork, 0-4" (per sq yard)	SY	250	\$ _____	\$ _____
17.	Place finished concrete flatwork, 4.1"– 8.0" (per sq yard)	SY	250	\$ _____	\$ _____
18.	Standard COC signal loop, 6' x 50'	EA	3	\$ _____	\$ _____

					SUB-TOTAL	\$
19.	General survey	HOUR	20	\$		\$
20.	Crack seal (per lineal foot)	LF	5,000	\$		\$
					TOTAL ITEMS 1-20	\$

Pricing shall include placing of barricades by CONTRACTOR.

***Quantities are listed as estimates ONLY and are not guaranteed.**

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

EXHIBIT H5



May 11, 2009

**ASPHALT PATCHWORK
BID NO. ST9-745-2750
ADDENDUM #5**

20. Replace all previous Exhibit C “Pricing” pages with attached revised page.

Please refer any further questions to sharon.brause@chandleraz.gov or 480-782-2407.

End of Addendum

/sb

**EXHIBIT C
PRICING – REVISED 5-11-09**

Line #	Description	U.O.M.*	Qty	Unit Price	Extended Price
1.	Saw cut: per linear foot / per inch				
	0-2.0" deep	LF	1,500	\$ _____	\$ _____
	2.1" – 3.0" deep	LF	2,000	\$ _____	\$ _____
	3.1" – 4.0" deep	LF	2,000	\$ _____	\$ _____
	Greater than 4.0" deep	LF	2,000	\$ _____	\$ _____
2.a.	EVAC Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	1,000	\$ _____	\$ _____
	0" to 4.0" deep, 11 – 100 sq. yd	SY	2,500	\$ _____	\$ _____
	0" to 4.0" deep, 101 sq. yd or more	SY	1,000	\$ _____	\$ _____
	4" to 8" deep, 1 – 10 sq yd	SY	1,000	\$ _____	\$ _____
	4" to 8" deep, 11 – 100 sq yd	SY	1,000	\$ _____	\$ _____
	4" to 8" deep, 101 sq yd or more	SY	1,000	\$ _____	\$ _____
2.b.	Rubberized Asphalt Removal & Replacement				
	0" to 4.0" deep, 1 – 10 sq. yd	SY	500	\$ _____	\$ _____
	0" to 4.0" deep, 11 – 100 sq. yd	SY	1,200	\$ _____	\$ _____
	0" to 4.0" deep, 101 sq. yd or more	SY	500	\$ _____	\$ _____
2.c.	2" Asphalt Cap	SY	28,000	\$ _____	\$ _____
3.	Asphalt mill up to 0-2.0" deep per sq yd	SY	400	\$ _____	\$ _____
4.	Asphalt mill up to 2.1"-4.0" deep per sq yd	SY	200	\$ _____	\$ _____
5.	Sub-base and sub-base grade removal and replacement, per cu yd	CY	400	\$ _____	\$ _____
6.	Police Officer for traffic control	HR	90	\$ _____	\$ _____
7.	Traffic control for arterial and collector (per 24-hour day)	DAY	80	\$ _____	\$ _____
8.	Traffic control for local streets (per 24-hour day)	DAY	20	\$ _____	\$ _____
9.	New A/C only, 1" deep per sq yd	SY	500	\$ _____	\$ _____
10.	New ABC only	CY	250	\$ _____	\$ _____
11.	Sub-grade work only, per cu yd	CY	250	\$ _____	\$ _____
12.	Remove concrete curb & gutter (per lineal foot)	LF	500	\$ _____	\$ _____
13.	Place concrete curb & gutter (per lineal foot)	LF	500	\$ _____	\$ _____
14.	Removal of concrete flatwork, 0-4" (per sq yard)	SY	250	\$ _____	\$ _____
15.	Removal of concrete flatwork, 4.1"– 8.0" (per sq yard)	SY	250	\$ _____	\$ _____
16.	Place finished concrete flatwork, 0-4" (per sq yard)	SY	250	\$ _____	\$ _____
17.	Place finished concrete flatwork, 4.1"– 8.0" (per sq yard)	SY	250	\$ _____	\$ _____
18.	Standard COC signal loop, 6' x 50'	EA	3	\$ _____	\$ _____

					SUB-TOTAL	\$ _____
19.	General survey	HOUR	20	\$ _____	\$ _____	
20.	Crack seal (per lineal foot)	LF	5,000	\$ _____	\$ _____	
					TOTAL ITEMS 1-20	\$ _____

Pricing shall include placing of barricades by CONTRACTOR.

***Quantities are listed as estimates ONLY and are not guaranteed.**

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