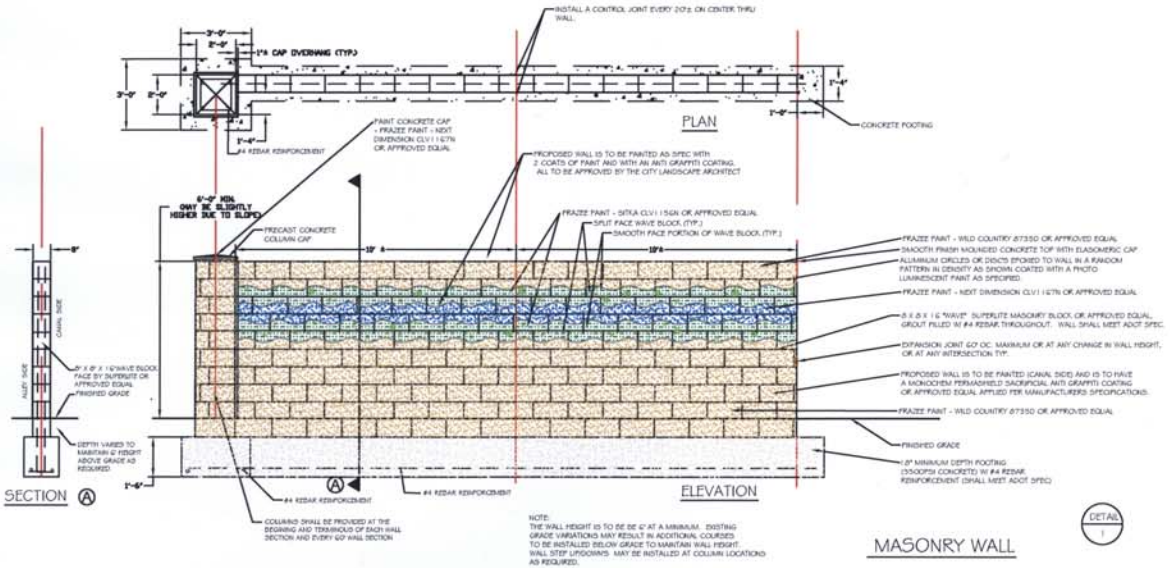
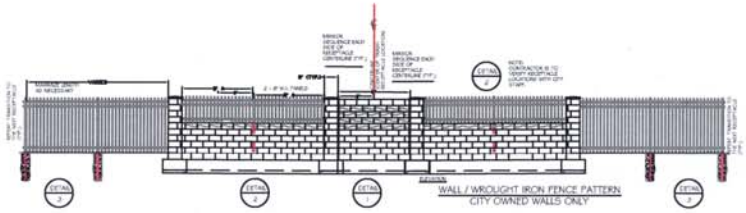
Add Info #27

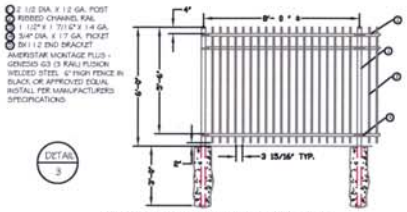
JUN 25 2009



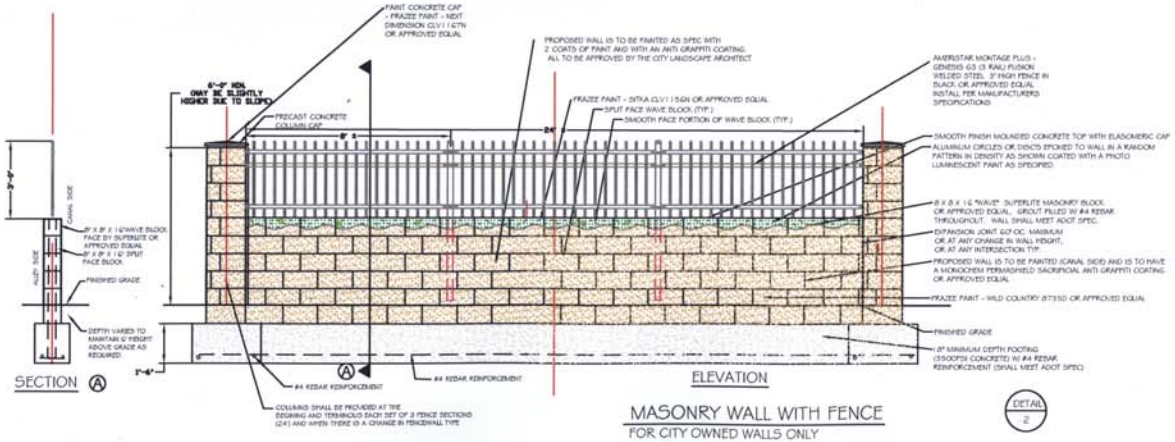
MASONRY WALL



WALL / WROUGHT IRON FENCE PATTERN
CITY OWNED WALLS ONLY



WROUGHT IRON FENCING
FOR CITY OWNED WALLS ONLY



MASONRY WALL WITH FENCE
FOR CITY OWNED WALLS ONLY

Chandler + Arizona
Where Values Make The Difference
CITY OF CHANDLER
PUBLIC WORKS DEPARTMENT
MS909, POB 4008
CHANDLER, AZ 85244

FENCE AND WALL DETAILS
WESTERN CANAL

PREPARED BY: BARTON BROWN
CITY OF CHANDLER LANDSCAPE ARCHITECT
DATE: 6/23/09
NOT TO SCALE

Add Info # 27

JUN 2 5 2009

EXISTING WALL TO REMAIN

EXISTING MASONRY WALL TO BE REPLACED (WITH MASONRY WALL)

EXISTING FENCE TO BE REPLACED WITH WALL

EXISTING WALL TO BE REPAIRED AND PATCHED

REPLACE WITH WROUGHT IRON WALL COMBO CITY OWNED WALL (SEE DETAIL)

(A) PUBLIC PEDESTRIAN ACCESS POINT

Chandler + Arizona
Where Values Make The Difference
CITY OF CHANDLER
PUBLIC WORKS DEPARTMENT
MS909, POB 4008
CHANDLER, AZ 85244

FENCE AND WALL DETAILS WESTERN CANAL

PREPARED BY: BARTON BROWN
CITY OF CHANDLER LANDSCAPE ARCHITECT

DATE: 6/25/09
NOT TO SCALE

Chandler • Arizona Where Values Make The Difference	**PURCHASING ITEM FOR COUNCIL AGENDA** **Memo No. ST09-031**	**1. Agenda Item Number:** 27 **2. Council Meeting Date:** June 25, 2009

TO:	**MAYOR & COUNCIL**	**3. Date Prepared:** June 3, 2009	
THROUGH:	**CITY MANAGER**	**4. Requesting Department:** Public Works	

5. SUBJECT: Award Agreement ST9-913-2749 for Block Wall – Repair & Replacement to Dean Fence & Gate, Inc. dba Dean Masonry Construction in an amount not to exceed $404,551.72.

6. RECOMMENDATION: Recommend award of Agreement ST9-913-2749 for Block Wall – Repair & Replacement to Dean Fence & Gate, Inc. dba Dean Masonry Construction in an amount not to exceed $404,551.72.

7. BACKGROUND/DISCUSSION: The City is in the process of constructing the 3-mile Western Canal Pathway from Price Road east to Arizona Avenue. Many of the walls, along the southern edge of the corridor, both privately owned and City owned, are in disrepair or in need of maintenance. The goal of this wall replacement is to replace the walls in disrepair and repair the walls in need of repair, and also provide fencing adjacent to and parallel to existing roads bisecting the path to control access. In doing so, the wall will be painted in a fashion to unify the corridor. The result of the project will create designated points for pedestrian access from adjoining neighborhoods to the Western Canal path while prohibiting motorized vehicles. The utilization of wrought iron on portions of the City owned areas is intended to open the alleys for security, reduce costs, and simply add to the aesthetics of the project.

8. EVALUATION PROCESS: On April 21, 2009, the City issued bid ST9-913-2749 for block wall repair and replacement along Western Canal. The bid was advertised, all registered vendors were notified, and additional copies were sent to known suppliers of the requested items. Bids were opened on June 2, 2009. The City received eight (8) responses and are listed as follows:

Dean Masonry Construction	- $404,551.72
Associated Fence	- $523,527.50
Sucato Masonry	– non responsive (no bid bond submitted)
Arrow Masonry	- $584,726.45
R.K. Sanders	- $625,862.40
CJS Enterprises	- $645,000.00
Femcon Inc.	- $675,412.76
Diamond Masonry	– non responsive (no bid bond submitted)

Staff is recommending award to Dean Masonry Construction as the lowest responsive contractor.

9. FINANCIAL IMPLICATIONS:

Cost: $404,551.72

Savings: N/A

Long Term Costs: N/A

Fund Source:

Acct No.	Fund:	Program Name:	CIP Funded	Funds:
411.3310.0000.6517.9ST652	Streets GO Bonds	Wall Repairs	FY08/09	$404,551.72

10. PROPOSED MOTION: Move to award Agreement ST9-913-2749 for Block Wall – Repair & Replacement to Dean Fence & Gate, Inc. dba Dean Masonry Construction in an amount not to exceed $404,551.72.

APPROVALS	
11. Requesting Department Daniel W Cook, Deputy Public Works Director	**12. Department Head** R.J. Zeder, Public Works Director
13. Procurement Officer Sharon Brause, CPPB	**14. City Manager** W. Mark Pentz

CC Form 10 – 10/02

CITY OF CHANDLER SERVICES AGREEMENT
BLOCK WALL – REPAIR & REPLACEMENT
AGREEMENT NO.: ST9-913-2749

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 **DEAN FENCE & GATE INC. dba DEAN MASONRY CONSTRUCTION**, 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:

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 work all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Bid bond (Exhibit D1), Performance Bond (Exhibit D2), Payment Bond (D3) and required signage (Exhibits E1 – E3) are attached as reference. All addenda attached (Exhibits F1 – F7) 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 Contractor 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 Contractor does not have scrutinized business operations in Sudan.

2.5. Warranties.

2.5.1 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. 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.

3.5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **FOUR HUNDRED FOUR THOUSAND FIVE HUNDRED FIFTY-ONE DOLLARS AND 72/100 ($404,551.72)** 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.** CONTRACTOR shall submit to the Contract Administrator, after completion of the task or combination of tasks listed in the Project Agreement, a statement of charges for the work completed under that Project Agreement, in conformance with the pricing schedule set forth in Exhibit C, the Contract Administrator shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.

4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

4.6. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. **TERM:** Following award and execution of this Agreement by CITY, CONTRACTOR shall immediately commence work and shall complete all services described herein within **365 days** from the date hereof.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

6.1. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days

indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
2) If CONTRACTOR is adjudged a bankrupt or insolvent;
3) If CONTRACTOR makes a general assignment for the benefit of creditors;
4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. **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. I2-1501, 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 $500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of $1,000,000 per occurrence (or 10% per occurrence) and an aggregate of $2,000,000 (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		In the case of the CONTRACTOR	
Contract Administrator:	Public Works - Streets Division	Firm Name:	Dean Fence & Gate, Inc. dba Dean Masonry Const
Contact:	Bart Brown	Contact:	Josh Gonzales
Mailing Address:	PO Box 4008 – MS 909	Address:	220 N William Dillard Dr
Physical Address:	975 E Armstrong Way #C	City, State, Zip	Gilbert AZ 85233
City, State, Zip	Chandler AZ 85244	Phone:	480-969-4995
Phone:	480-782-3428	FAX:	480-969-8733
FAX:	480-782-3495	EMAIL:	Josh@DeanFence.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 one hundred (100%) 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.

15.9 **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 [illegible] day of [illegible] 2009.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

SEAL

FOR THE CONTRACTOR

By: _____
Signature

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.

Contract Number:	**ST9-913-2749**		
Name (as listed in the contract):	**Dean Fence & Gate Inc. dba Dean Masonry Construction**		
Street Name and Number:	**220 N. William Dillard Dr.**		
City: **Gilbert**	**State:** **AZ**	**Zip Code:** **85233**	

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: Dean Masonry Construction Tammy Dean

Printed Name: Tammy Dean

Title: President

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

EXHIBIT B
SCOPE OF WORK

1. CONTRACTOR shall provide all labor, materials, equipment and everything necessary to complete the work while adhering to applicable laws, specifications, and ordinances. The City does not see a need at the current time for traffic control; however, dust control permits shall be required.

2. The walls are located on both City owned and private property. The private walls will require either various levels of repair or will require wall/fence replacement. CONTRACTOR shall be required to coordinate work with property owner. As part of this Agreement, CONTRACTOR may be required to use cedar-slated pedestrian gates at the written request of the homeowner. In addition, any existing recreation vehicle (RV) gates shall not be permitted if access to the Western Canal corridor is required. The RV gates need to be removed and replaced with wall and/or a pedestrian gate. CONTRACTOR shall coordinate with property owner regarding location of gate and shall make an assessment of whether existing gate can be re-used or if a new one is required. If homeowner's access is via an alley, the RV gate will be permitted. CONTRACTOR shall also provide temporary fencing as required while repairing or replacing walls. In addition, CONTRACTOR shall do all block wall patching. Two coats of paint will be required.

2.1 CITY owned walls will be a combination of wrought iron fencing and masonry wall as listed on the details. The wrought iron fence shall be pre-finished and painted at the factory. If touch up is required after installation, it shall be the responsibility of the CONTRACTOR. The locations are adjacent to Price Road, Carriage Land, the east side of Dobson Rd, and the west side of Alma School Rd. Matching wrought iron gates are also proposed on the east side of Alma School Rd, and the west side of Arizona Avenue to like up the recently installed existing fencing and extend the matching style over the pathway itself. It shall be noted that this work needs the approval of Salt River Project (SRP) and some coordination for grounding as well as SRP access at the proposed gate locations will be required. The pier caps for the proposed walls shall be gray flat top PC-28 caps as manufactured by Architectural Precast Designs or approved equal

2.2 Arizona Department of Transportation specifications for this project are detailed in ADOT, Inter-model Transportation Division #SD 8.02 1 and 2 of 2 for sound barrier walls (masonry), the most current revision, and clearly states the wall technical specifications.

2.3 The auger width for the post footing shall be 8" and the depth shall be 36". The wall shall be 6' in height. Elevation changes shall be handled at columns to raise and/or lower the wall as required due to existing grades

3. CONTRACTOR shall be responsible for re-locating existing trash receptacles within the alleyways. CONTRACTOR shall center each receptacle on a solid wall, then a 3' wall 3' wrought iron fence combination, with the balance to be 6' wrought iron fence as depicted on the attached map. Fencing will be black Montage Plus fencing (Ameristar) or approved equal.

3.1 Trash receptacle locations have been added to the plan for the City-owned wall between Arizona Avenue and Alms School Rd. This area is also to receive the Wall/Wrought iron Fence Pattern as specified.

4. CONTRACTOR shall be responsible for coordinating alley closures, if required. Should alley become blocked for a garbage truck, CONTRACTOR shall be responsible for bringing affected receptacles to the street for collection on said pick-up dates.

4.1 CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work,

date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/designee for approval prior to distribution.

4.2 CONTRACTOR shall be responsible for video taping the site prior to commencing work. Video shall include both sides of affected walls in an effort to reduce impact should any complaints arise.

4.3 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

5. CONTRACTOR shall be responsible for coordinating all aspects of the metal discs. This shall include the manufacturing of the discs, painting them as specified, and installing them where indicated. For estimating purposes, CONTRACTOR shall assume 3,000 (1/5 ft) randomly sized discs as specified, randomly placed as required. CONTRACTOR shall be responsible for installation after painting.

6. CONTRACTOR shall be aware of noted pedestrian access areas. These areas shall include a 3'6" wide pedestrian opening and CONTRACTOR shall provide a 6" yellow bollard to prevent motor vehicles from entering.

7. Distances listed on Exhibit C (Pricing) are estimates only and subject to change. CONTRACTOR shall be responsible for field checking all distances.

EXHIBIT C
PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	Proposed private wall & fence construction, repair, and removal			
1.	Masonry wall to be replaced with 6' masonry wall, including temporary fencing if required	1,439 L.F.	$59.28	$85,303.92
2.	Masonry wall removal & disposal	5,423 L.F.	$3.96	$21,475.08
3.	Footing removal and disposal (no wall)	592 L.F.	$1.70	$1,006.40
4.	Existing fence to be replaced with 6' masonry wall, including temporary fencing if required	1,171 L.F.	$59.28	$69.416.88
5.	Wood fence removal & disposal	1,171 L.F.	$1.80	$2,107.80
6.	Existing wall to be painted, repaired and patched as required.	5,608 L.F.	$5.85	$32,806.80
	Combination wall or City owned wall as detailed. (Wall adjacent to alley)			
7.a.	6' High solid masonry wall in 8' sections as detailed	200 L.F.	$59.28	$11,856.00
7.b.	3' high decorative wall with 3' high fence	800 L.F.	$60.71	$48,568.00
7.c.	6' High Columns (as part of combination wall) 25 columns	200 L.F.	$36.87	$7,374.00
7.d.	6' high wrought iron fence	3,376 L.F.	$27.61	$93,211.36
	Fencing parallel roadways (Price Rd, Cottage Lane, Dobson Rd, Alma School, Arizona Ave)			
8.a.	Wrought Iron fencing Parallel to roadways	368 L.F.	$27.61	$10,160.48
8.b.	12' Wrought iron gates on path	6 each	$1,100.00	$6,600.00
8.c.	(2) 8' swing gates (16' total opening) for proposed SRP path access	2 each	$1,80.00	$2,560.00
8.d.	Gate removal & return to SRP	3 each	$75.00	$225.00
8.e.	Multiple user (3) heavy duty locking hasps for gates	8 each	$85.00	$680.00
	Other items			
9.	Cedar-slated wrought iron pedestrian gates	25 each	$265.00	$6,625.00
10.	4'6" steel bollards with yellow polyethylene thermoplastic bumper post sleeve	25 each	$183.00	$4,575.00
			TOTAL ITEMS 1-10	$404,551.72

EXHIBIT D1
BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34 AND 41
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____, (hereinafter Principal), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto _____, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:

Block Wall, Repair & Replacement; No. ST9-913-2749

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

Witness our hands this _____ day of _____, 2009.

_____	_____
Principal	SEAL SURETY
By: _____	By: _____
	Attorney-in-Fact SEAL
Its: _____	_____
	AGENCY OF RECORD
	_____
	AGENCY ADDRESS

EXHIBIT D2
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **BLOCK WALL, REPAIR & REPLACEMENT; Bid No. ST9-913-2749**, 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 D3
PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ day of _____ , 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 OBLICATION 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_____

_____
SURETY SEAL

_____
AGENT ADDRESS

FILE SAVED AS Forms/Payment Bond.doc

EXHIBIT E1

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 E2

DEVELOPER
CONTRACTOR
Block Wall Repair
X-X-09 TO X-XX-09
(480) 782-XXXX

EXHIBIT E3

CONTRACTOR (480) 782-XXXX

EXHIBIT F1

Chandler • Arizona
Where Values Make The Difference

May 11, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 1

Please note the following changes / additions / clarifications:

1. **Question:** How many horizontal rebar are required in the continuous footing. What is the spacing on the vertical rebar and what size lap is required? Will there need to be extra vertical rebar at the construction joints and at the end of the walls. **Answer:** Arizona Department of Transportation specifications for this project is detailed by ADOT, Inter-model Transportation Division #SD 8.02 1 and 2 of 2 for sound barrier walls (masonry). This is most current revision and clearly states the wall technical specifications.

2. **Question:** What diameter is the post footing for the wrought iron required to be? Will there be wall elevations distributed in the plans for future reference? **Answer:** The auger width for the post footing shall be 8" and the depth shall be 36". The wall is to be 6' in height. Elevation changes will be handled at columns to raise and/or lower the wall as required due to existing grades.

3. Trash receptacle locations have been added to the plan for the City-owned wall between Arizona Avenue and Alms School Rd. This area is also to receive the Wall/Wrought iron Fence Pattern as specified.

4. Additional wrought iron fencing and gates have been added to the scope of work. (See attached revised plans for locations). These locations are adjacent to Price Road, Carriage Land, the east side of Dobson Rd, and the west side of Alma School Rd. Matching wrought iron gates are also proposed on the east side of Alma School Rd, and the west side of Arizona Avenue to like up the recently installed existing fencing and extend the matching style over the pathway itself. It shall be noted that this work needs the approval of Salt River Project (SRP) and some coordination for grounding as well as SRP access at the proposed gate locations will be required.

5. The pier caps for the proposed walls shall be gray flat top PC-28 caps as manufactured by Architectural Precast Designs or approved equal.

6. CONTRACTOR shall be responsible for coordinating alley closures, if required. Should alley become blocked for a garbage truck, CONTRACTOR shall be responsible for bringing affected receptacles to the street for collection on said pick-up dates.

7. CONTRACTOR shall notify all affected citizens and businesses by door flyer 48 hours prior to start of work. Door flyer shall include, as a minimum, all pertinent information such as description of work,

date, time, schedules and CONTRACTOR name, and a 24-hour contact phone number(s). The flyer information shall be submitted to the Contract Administrator/designee for approval prior to distribution.

8. CONTRACTOR shall be responsible for video taping the site prior to commencing work. Video shall include both sides of affected walls in an effort to reduce impact should any complaints arise.

9. CONTRACTOR shall be responsible for coordinating all aspects of the metal discs. This shall include the manufacturing of the discs, painting them as specified, and installing them where indicated. For estimating purposes, CONTRACTOR shall assume 3,000 (1/5 ft) randomly sized discs as specified, randomly placed as required.

10. 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.

11. Please refer to attached for revised Exhibit C "Pricing".

12. Updated plan sheets are attached.

EXHIBIT C - revised
PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1.	Masonry wall to be replaced with 6' masonry wall, including temporary fencing if required	1,439 L.F.	$	$
2.	Masonry wall removal & disposal	5,423 L.F.	$	$
3.	Footing removal and disposal (no wall)	592 L.F.	$	$
4.	Existing fence to be replaced with 6' masonry wall, including temporary fencing if required	1,171 L.F.	$	$
5.	Wood fence removal & disposal	1,171 L.F.	$	$
6.	Existing wall to be painted, repaired and patched as required.	5,608 L.F.	$	$
7.	Install wall with 6' wrought iron / wall combination	4,576 L.F.	$	$
8.	Wrought Iron fencing	368 L.F.	$	$
9.	Cedar-slated wrought iron pedestrian gates	25 each	$	$
10.	4'6" steel bollards with yellow polyethylene thermoplastic bumper post sleeve	25 each	$	$
11.	12' Wrought iron gates on path	6 each	$	$
12.	(2) 8' swing gates (16' total opening)	2 each	$	$
13.	Multiple user (3) heavy duty locking hasps for gates	8 each	$	$
14.	Gate removal & return to SRP	3 each	$	$
			TOTAL ITEMS 1-14	$

EXHIBIT F2

Chandler • Arizona
Where Values Make The Difference

May 18, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 2

Please note the following changes / additions / clarifications:

1. The distance from the centerline of trash receptacle, including the 2' columns and the 8' center panel, total 12' in length.

2. The "D" listed is indicated in a sequence as outlined on the plan. There is a 12' panel as outlined in the previous question, a 16' section of wall/fence combination, a column and then wrought iron fencing. The length of the wrought iron fencing will vary dependent upon the adjoining sequence based on the next receptacle location "D".

3. CONTRACTOR shall be responsible for installing all proposed fencing and wall.

4. As outlined the remainder of the City owned wall that is not part of the 'combo', columns, or solid wall, shall be 6' in height. See Wrought iron fencing (Detail 3).

5. The wrought iron fence is pre-finished and painted at the factory. If touch up is required after installation, it shall be the responsibility of the CONTRACTOR.

6. The aluminum circles will be coordinated completely by CONTRACTOR. This shall include having the circles made, primered and painted, and installation as specified. CONTRACTOR shall be responsible for installation after painting. In addition, CONTRACTOR shall do all block wall patching. Two coats of paint will be required.

7. Updated maps have been attached.

8. **Bid due date has been changed to: May 26, 2009 @ 3:00 pm local Arizona time.**

End of Addendum.

/sb

Chandler + Arizona

Where Values Make The Difference

NORTH

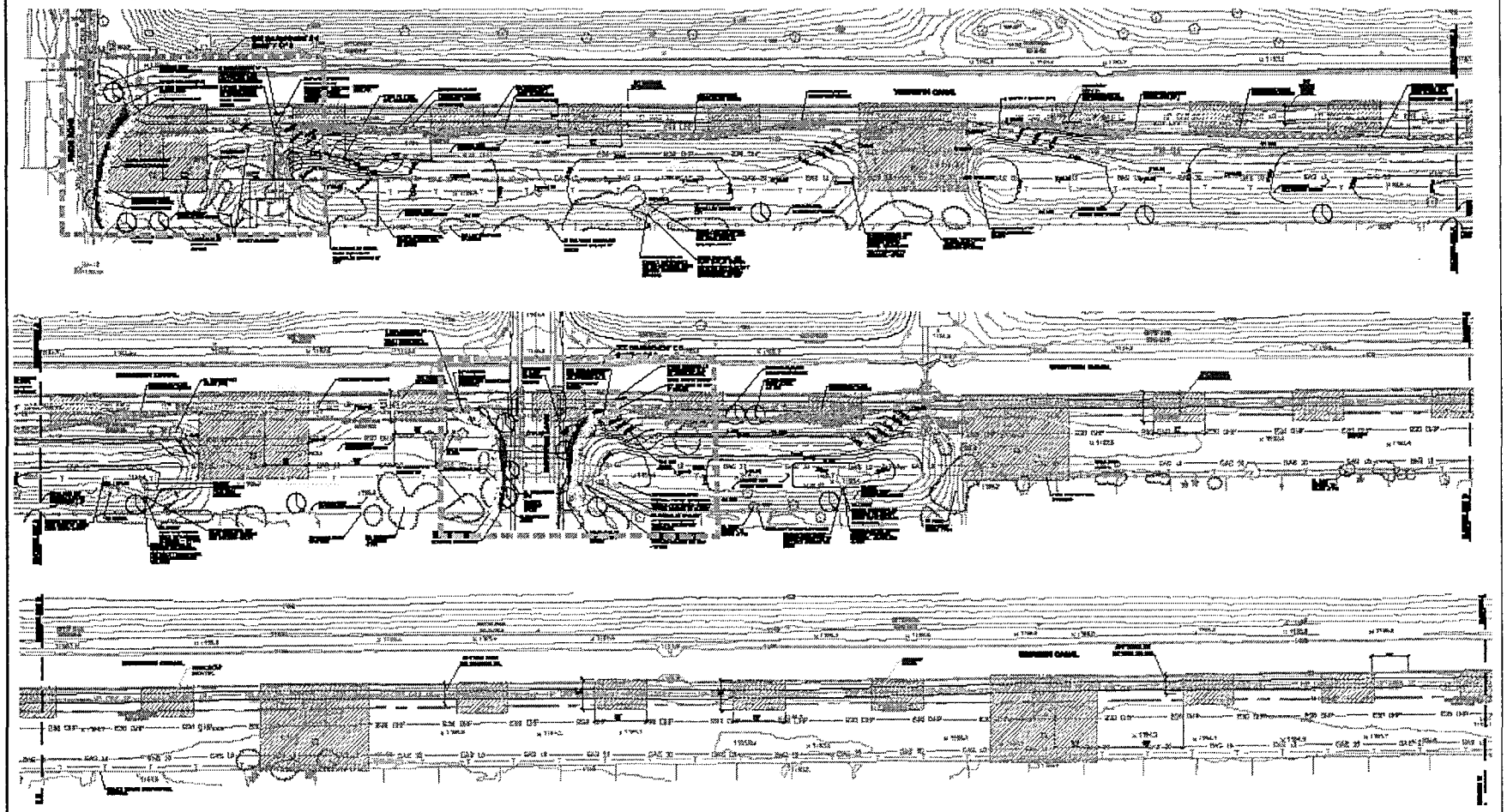
1" = 50'

0 50 100

MARCH 28, 2002

REV. 9/4/08

SITE PLAN
WESTERN CANAL SITE UPGRADES



CITY OF CHANDLER, ARIZONA
WESTERN CANAL DRAINAGE AND SITE IMPROVEMENTS

PROJECT NO. ST0901-401

DATE: MARCH 26, 2009
REV. 5/5/09

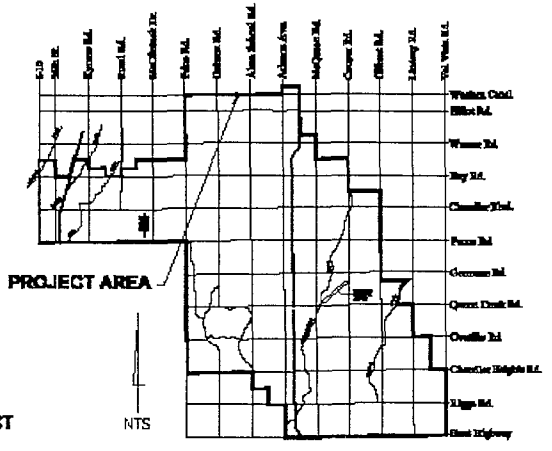
MAYOR
BOYD DUNN

VICE MAYOR
BOB CACCAMO

COUNCIL
RICK HEUMANN
TRINITY DONOVAN
MATT ORLANDO
JACK SELLERS
JEFF WENINGER

CITY OF CHANDLER PUBLIC WORKS
215 E BUFFALO ST, SUITE 202
CHANDLER, AZ 85249
PHONE NO. (480) 782 - 3429

STREETS DIVISION
CONTACT: BART BROWN - CITY LANDSCAPE ARCHITECT
BUILDING C, 975 E ARMSTRONG WAY
CHANDLER, AZ 85286
PHONE NO. (480) 782 - 3428
FAX NO. (480) 782 - 3495
STATUS: 100%



LEGEND
SHEET 1 OF 8 - COVER SHEET
SHEET 2 OF 8 - SITE PLAN 0+00 TO 49+00
SHEET 3 OF 8 - SITE PLAN 49+00 TO 98+50
SHEET 4 OF 8 - SITE PLAN 98+50 TO 148+00
SHEET 5 OF 8 - SITE PLAN 148+00 TO END
SHEET 6 OF 8 - INTERSECTION ENLARGEMENTS
SHEET 7 OF 8 - INTERSECTION ENLARGEMENTS
SHEET 8 OF 8 - DETAILS

APPROVED:

PUBLIC WORKS DIRECTOR	DATE
CITY ENGINEER	DATE
LANDSCAPE ARCHITECT	DATE
DEVELOPMENT SERVICE ENGINEER	DATE

Chandler + Arizona
Where Values Make The Difference

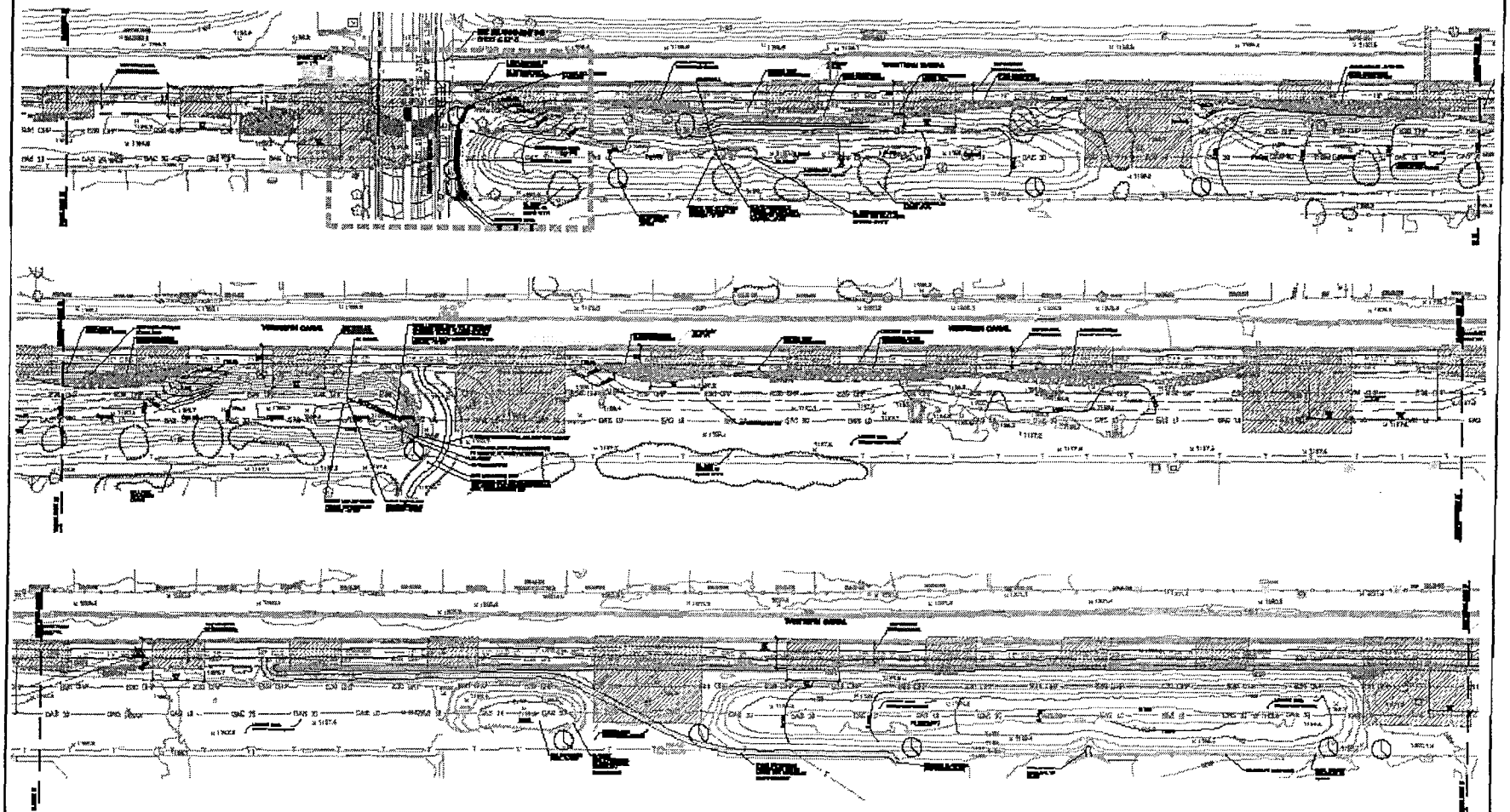
NORTH

1" = 50'

0 50 100

MARCH 26, 2009
REV. 5/5/09

SITE PLAN
WESTERN CANAL SITE UPGRADES



SHEET 3 OF 8

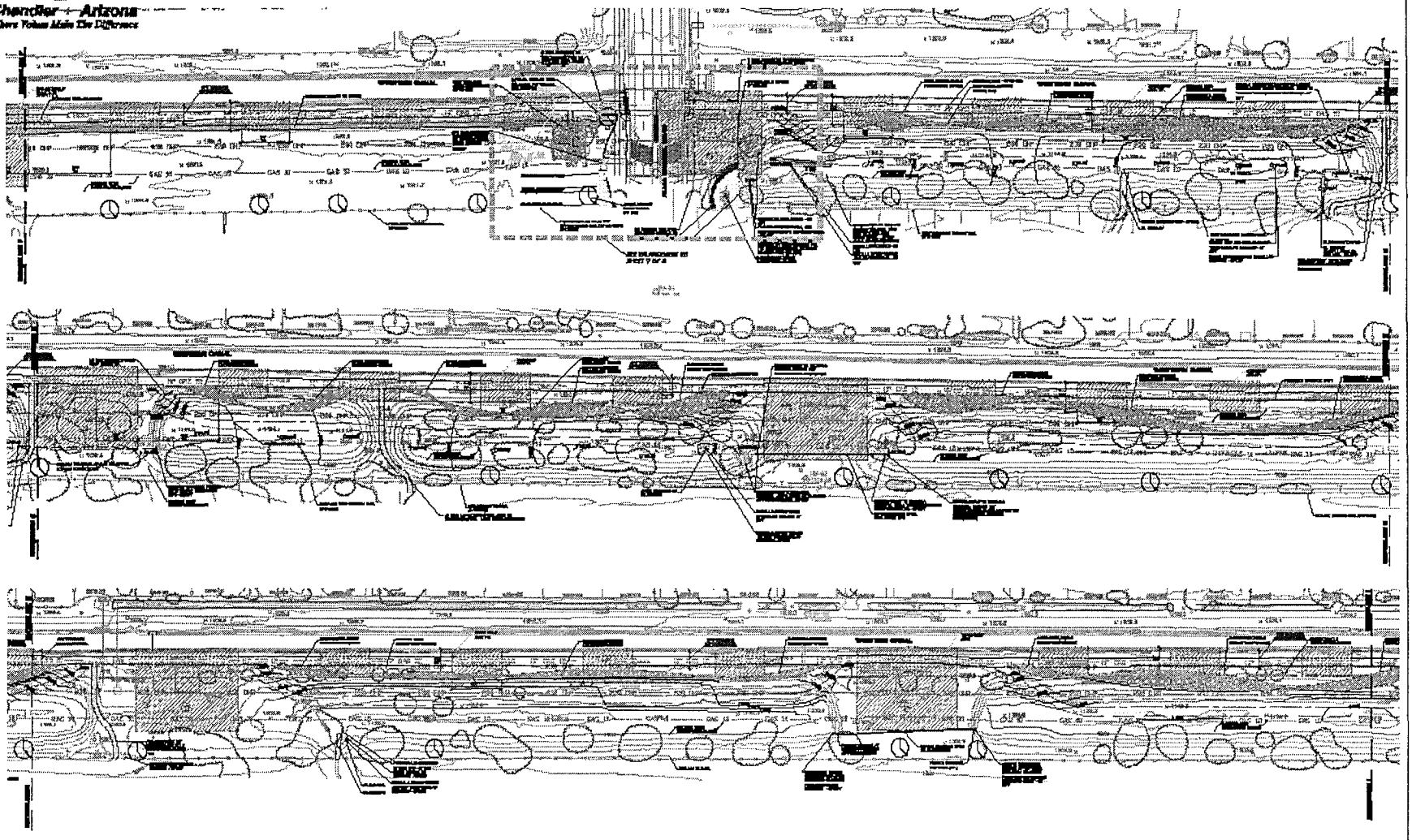
Chandler Arizona
Where Values Make The Difference

NORTH

1" = 50'
0 50 100

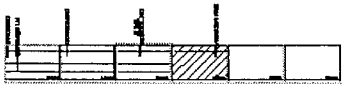
MARCH 28, 2008
REV. 05/09

SITE PLAN
WESTERN CANAL SITE UPGRADES



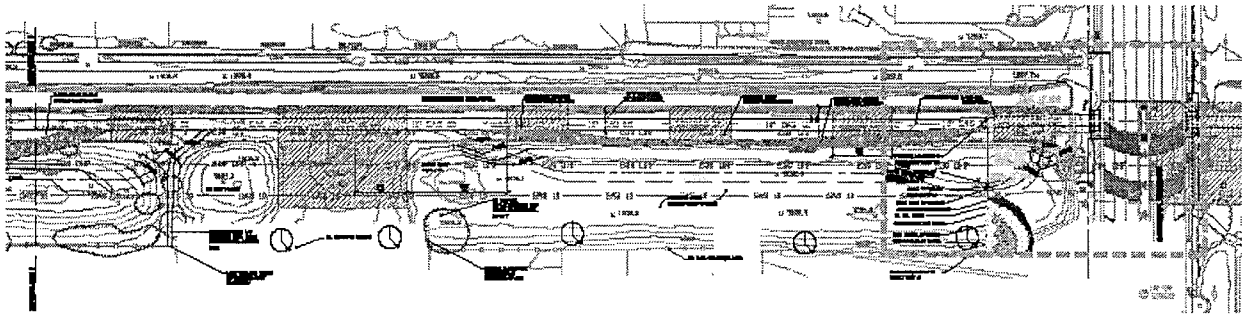
SHEET 4 OF 8

Chandler Arizona
Where Values Make The Difference



MARCH 28, 2008
REV. 8/09/08

SITE PLAN
WESTERN CANAL SITE UPGRADES



NOTES

1. THE PROPOSED HANDICAP RAMP IS TO BE REINFORCED WITH #4 REBAR ALONG THE ENTIRE LENGTH. THE INTENT IS TO HAVE A SMOOTH LIKE FLOW SURFACE AND FACE THROUGHOUT.
2. THE PROPOSED SIGNS IS TO BE OF DEPTH TUBULAR SIGNS (48 x 24" IN SIZE) COLORS AS NOTED BY ASC. CLASS (ALL) WHITE ON APPROVED SIGNS.
3. THE SAP SURFACE WITH NAT THE TRIPS ARE TO BE 2" HIGH INCLUDE WITH SAMPLE WITH AT DAY TIME INTERSECTION. THE SAPS ARE TO INCLUDE A SAMPLE LANDSCAPE WITH SAMPLE TO THE APPROVAL OF THE CITY OF CHANDLER AND OTHER ASSOCIATED UTILITIES. EACH SAPS AND ASSOCIATED POST IS TO HAVE PRE REFLECTIVE TAPE AND A 1/8" SHOP SIGN ON EACH SIDE. THE SAPS ARE TO BE MOUNTED PLUS 3 FOR SAPS SIGN MANUFACTURED BY AMERICAN OR APPROVED EQUAL.
4. THE 10' WIDE SIDEWALK PATH IS TO BE CONSTRUCTED UTILIZING 6" DEEP SCORED TO 3/4 LINE SCORE PATTERN MATCH SEMI GRANITE.
5. ACCESS RAMP SHALL UTILIZE CONVERTED SAP SIGNS DETERMINED GRANITE MATERIAL. THE PATH SHALL BE 3/4 COMPLIANT.
6. [illegible] IS TO BE NEW CONCRETE PATCH CLOSE ON APPROVED [illegible].
7. EXPOSE EVERY SHALL BE MADE BY THE CONTRACTOR TO MATCH BOTH THE CONCRETE PATCHES, WITH SCORE PATTERN CORRECT AND APPROPRIATE SCORED PATTERN CONFORMING MEETING BOTH THE LINE AND GRADE OF THE EXISTING LANDSCAPE SURFACE.
8. THE SITE BITS TO THE TYPE BLADES OR OTHER PAVER NEED NOT TO BECOME 2" MIN DEPTH, SAP SCORED SCORED PATCH GRANITE. THE SAMPLE IS TO BE MADE ADJACENT TO THE BROOM AREAS DESCRIPTION, CONTRACTOR SHALL SUBMIT GRANITE SAMPLES TO THE CITY LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLACING SAPS. SAMPLE IS TO INCLUDE TWO LEVEL SAMPLE, DELIVER, AND SAPS.
9. UNLESS SPECIFICALLY NOTED, ALL EXISTING PLANT MATERIAL IS TO REMAIN AND BE PROTECTED DURING CONSTRUCTION.
10. DEAD DEAD TREE, DEAD TREE BRANCH AS MANAGER FROM THE SAPS THE SITE. THE NEW SHALL BE PLACED 1 (4 OF THE VOLUMES LOCATED BELOW MAPS. PROPOSED LOCATIONS MUST BE COORDINATED WITH [illegible].
11. TREES ARE SEVERAL AREAS ON THE WHERE DAMAGE THE EXCLUDES AS A RESULT OF REPAIR. THE CONTRACTOR SHALL REPAIR/REPLACE ALL DAMAGE PRIOR TO THE ADDITION OF GRANITE OR SAP AS REQUIRED.
12. AROUND ALL BARRIERS HAVE A MINIMUM OF A 6" SMALL, DEGREE AREA TO BE 1" ABOVE PAVEMENT ELEVATION AND GENTLY SLOPE TO THE APPROVED AREA.
13. ALL BARRIER/BARRALLS OVER 30" IN HEIGHT ARE TO REQUIRE A SUBMITTAL WITH THE CITY OF CHANDLER SPECIFICATIONS.
14. THE DISPOSAL OF ANY MATERIAL FROM THIS SITE IS TO THE SITE IN A METHOD DEVELOPED BY THE CITY OF CHANDLER.
15. ALL PLANT MATERIALS TO MEET THE CONTRACTOR AS SET FORTH BY THE MINIMUM STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION.
16. ALL PLANT MATERIALS TO BE APPROVED BY THE CITY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
17. ALL TREES MUST BE STAKED BY THE LANDSCAPE CONTRACTOR PER THE CITY OF CHANDLER SPECIFICATIONS AND ARE SUBJECT TO THE APPROVAL BY THE LANDSCAPE ARCHITECT.
18. ALL PLANT MATERIALS TO BE UNIFORMITY/UNIFORMED FOR THE MOSTLY AFTER INSTALLATION.
19. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO INFORM THE LANDSCAPE ARCHITECT OF ANY PLANT MATERIAL CONDITIONS NOTED ON THE PLANTING TRACING. SHOULD THE LANDSCAPE CONTRACTOR HAVE CONCERNS ABOUT THE PLANT MATERIAL DUE TO WEAK, PROPE, DISEASE, OR OTHER REASON, A SUBSTITUTION OR SIMILAR PLANTING MATERIAL REQUIRED TO THE CITY LANDSCAPE ARCHITECT. ONCE PLANTED, ALL PLANT MATERIAL IS SUBJECT TO SECURITY REQUIREMENTS.
20. UNLESS OTHERWISE NOTED, [illegible] SHALL NOT EXCEED SLOPES NOT EXCEEDING 4:1.
21. UNDER CONTRACT, IF SOUTH OF THE PROPOSED PATHWAY IS THE WEST MEDIUM GOLD DESCRIPTIONS GRANITE. UNDER THE CONTRACT, THE CONTRACTOR IS TO MAKE ANY REPAIR PAID REPAIRS DAMAGED IN BACKGROUND, BROKEN AREAS. THE CONTRACTOR IS TO INSTALL FRESH TURFGRASS AND GRANITE AS DESIRED.

CITY OF CHANDLER NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT ADOPTED MAG SPECIFICATIONS AND STANDARD DETAILS AS MODIFIED BY THE CITY OF CHANDLER.
2. NO PLANT OR TREES DISTRIBUTIONS SHALL BE MADE WITHOUT THE CONSENT OF THE CITY LANDSCAPE ARCHITECT. PLANT [illegible].
3. THE CONTRACTOR IS RESPONSIBLE FOR CONSULTING ANY RECONNAISSANCE PRIOR TO THE START OF CONSTRUCTION.
4. THE CITY LANDSCAPE ARCHITECT REPRESENTATIVE SHALL BE NOTIFIED 24 HOURS MINIMUM PRIOR TO THE START OF CONSTRUCTION.
5. ALL CONTRACTOR WITHIN THE BACKS OF WALKS SHALL BE RESTORED TO THE ORIGINAL CONDITIONS UTILIZING THE MINIMUM REQUIREMENTS.
6. ALL PLANT MATERIAL PROPERTY BY CONSTRUCTION SHALL BE REPLACED WITH THE SAME SIZE AND TYPE OF PLANT MATERIAL AT A LOCATION TO BE DETERMINED BY THE CITY LANDSCAPE ARCHITECT.
7. ALL IRRIGATION SYSTEMS SHALL BE RESTORED TO FULL FUNCTIONING STATUS. ANY PAVEMENT TO BE REPAIRED USING CONCRETE, PAVERS, OR ASPHALT SHALL BE MATCHED.
8. THE AREA OF CONSTRUCTION SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE (MIN. DRIFT AND OR APPROVED EQUAL). APPLICATION SHALL BE THREE TIMES, BEGINNING ONE WEEK BEFORE AND BEFORE THE DAY OF THE 30 DAY MAINTENANCE PERIOD.
9. THE CONTRACTOR SHALL COORDINATE WITH CITY LANDSCAPE ARCHITECT ON TREES REPRESENTATIVE TO MARKET ALL TREES PRIOR TO THE START OF THE CONSTRUCTION, ADDITIONS.
10. THE CONTRACTOR SHALL MAINTAIN THE SITE FOR 30 DAYS AFTER CONSTRUCTION, ADDITIONS. AFTER 30 DAYS THE CITY SHALL BE CONTACTED FOR FINAL ACCEPTANCE AND INSPECTION OF MAINTENANCE.
11. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY AND STRUCTURE LOCATIONS PRIOR TO CONSTRUCTION. ALL CONFLICTS SHALL BE ELIMINATED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS TO CONTACT BLUE STAKE AT 602-659-1181 OR AT A MINIMUM. THE CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
12. REPAIRS TO PAVEMENT REQUIRE THE APPROVAL OF THE CITY LANDSCAPE ARCHITECT OR THE REPRESENTATIVE. ANY ALL NEW CONSTRUCTION, NOT IN CONFORMANCE WITH THE PLANS OR SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTORS EXPENSE.
13. THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR LIABILITY ASSOCIATED DUE TO REPAIR, DAMAGES TO UTILITIES IN COLLISION WITH TREES, IRRIGATION SYSTEM. THE CITY WILL NOT PAY REPAIR IN THE COST OF ANY LIABILITY ESTIMATION.
14. DISPOSAL OF ANY DESCRIPTIONS OF EXCESS MATERIAL WITHIN THE CHANDLER CITY LIMITS OR PLANNING AREA SHALL BE DONE IN SUCH A WAY THAT WILL NOT CREATE A MECHANIC AND SHALL COMPLY WITH THE ORDINANCE REGULATION NO. 2238 ON THE PLACING OF MATERIAL.
15. TRAFFIC CONTROL, IF NECESSARY, SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF CHANDLER TRAFFIC CONTROL MANUAL AND SPECIFICATION.
16. AN APPROVED SET OF PLANS SHALL REMAIN ON THE JOBSITE AT ALL TIMES WHEN THE WORK IS IN PROGRESS.

PLANT LIST

SHRUBS

- CHRYSACTINIA MEXICANA, DOMINITA DAISY, 5 GAL. -
- HYMENOXYS ACAULIS, ANGELITA DAISY, 5 GAL. - 20
- BAILEYA MULTIRADIATA, DESERT MARIGOLD, 5 GAL. - 5 - 20
- RUELLIA BRITTONIANA 'KATIE', KATIE RUELLIA 5 GAL.

TREES

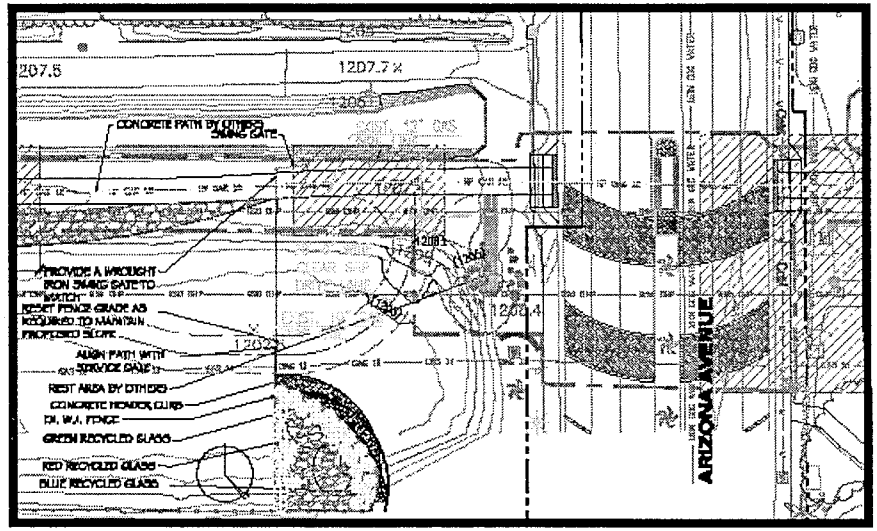
ACACIA FARNESIANA - SWEET ACACIA, 24" BOX - 5 - 63

SHEET 5 OF 8

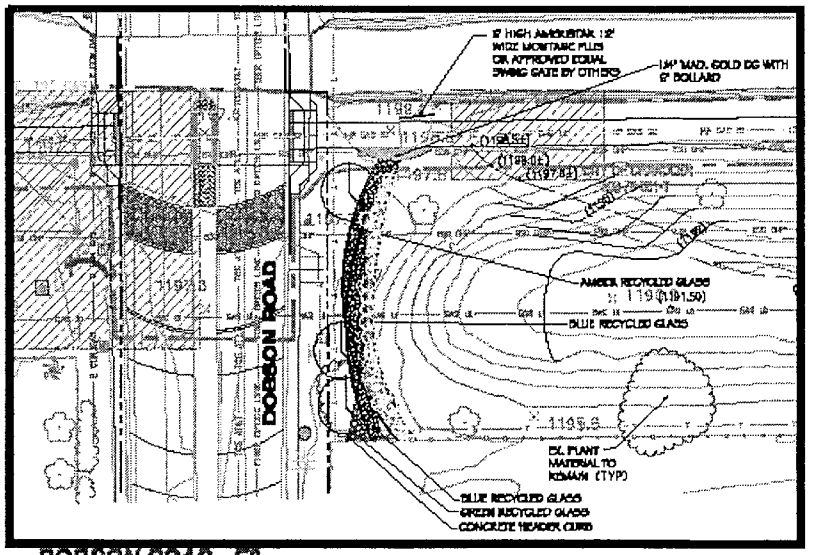
Chandler ✧ Arizona
Where Values Make The Difference

NORTH
1" = 20'
0 20 40

SITE PLAN - ENLARGEMENTS
WESTERN CANAL SITE UPGRADES



ARIZONA AVENUE - E1



DOBSON ROAD - E2

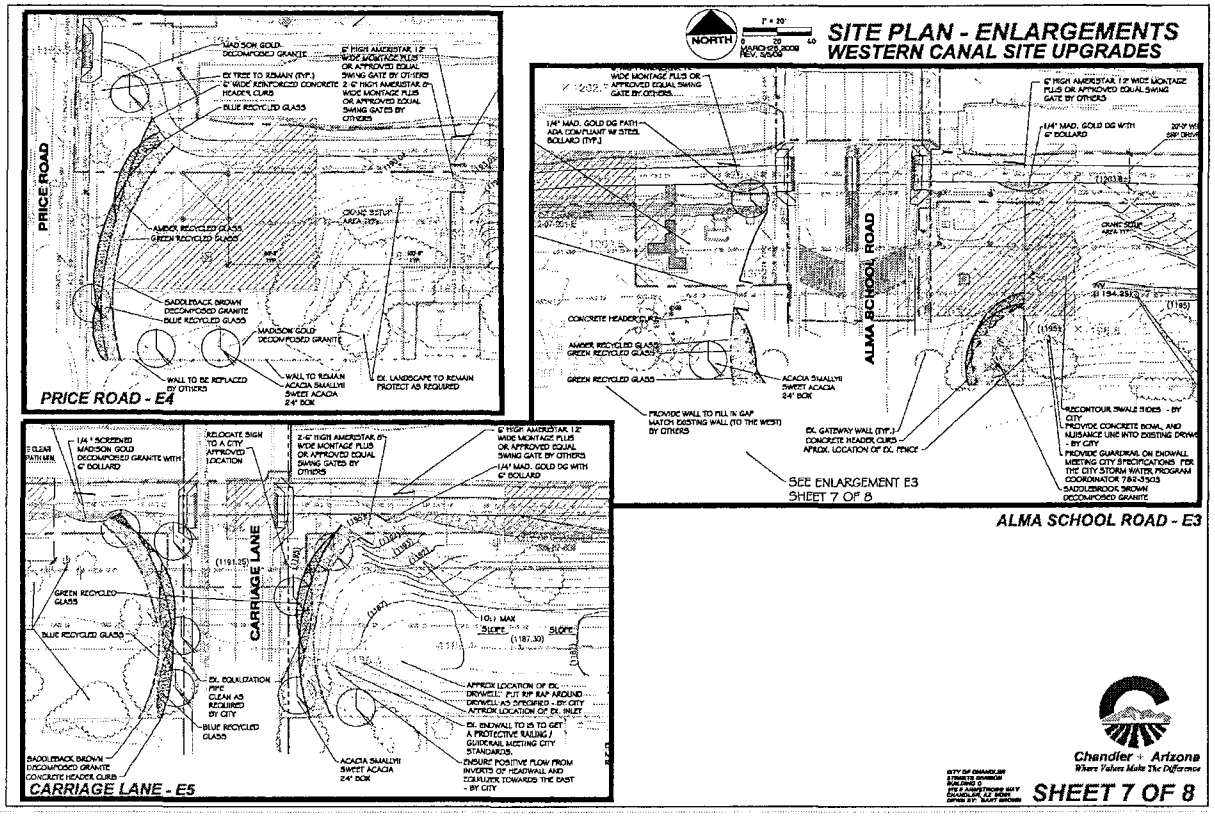

SITE PLAN - ENLARGEMENTS
WESTERN CANAL SITE UPGRADES
NORTH
PRICE ROAD
PRICE ROAD - E4
ALMA SCHOOL ROAD
ALMA SCHOOL ROAD - E3
SEE ENLARGEMENT E3
SHEET 7 OF 8
CARRIAGE LANE
CARRIAGE LANE - E5
Chandler + Arizona
Where Values Make The Difference
SHEET 7 OF 8

EXHIBIT F3

Chandler • Arizona
Where Values Make The Difference

May 19, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 3

Please note the following clarifications:

1. From the centerline of the dumpster there is solid wall for 4' to each side, plus the additional 2' of column width. From there, there is 16' of masonry wall with fence (Detail 2), the additional 2' for column, then wrought iron fencing. The 24' of masonry wall with fence is wrong. It should be 16 feet or two panels. All wall types shall be bid so we can adjust by the total of linear feet completed. There will be variations due to measurements taken, participating and non-participating homeowners, etc.

2. The discs go on the green part of the wave (the smooth portion of the wave block). Figure 3,000 discs of the along the entire wall length, both new and painted & repaired wall.

3. Our Solid Waste Department provided maps with the receptacle locations used in preparation of the maps provided. When the project commences Solid Waste Dept. will come out and stake/paint the receptacle locations. We apologize for this variation but for bidding one has to bid the more costly of the options to account for how many receptacles Solid Waste requires.

4. The canal side is the only side with split face block – not the alley side. The inside shall be smooth face.

5. To the best of our knowledge, there are no locations where a retaining wall will be required

6. There is one home between Price Road and Dobson that is on the patch list, and it is the only fence that has a stucco finish on the City's side. This wall is to be re-stuccoed as required and re-painted to match the proposed scheme.

7. The City will periodically test the concrete at our own expense.

8. The wall being proposed is to simply replace a line of existing walls; there will be no need for CONTRACTOR to survey.

9. The City does not see a need at the current time for traffic control; however, dust control permits shall be required

End of Addendum

/sb

EXHIBIT F4

Chandler • Arizona
Where Values Make The Difference

May 21, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 4

Please note the following clarifications:

10. The existing block wall to be painted, repaired and patched is just that. The canal side of the wall is to be patched as required, grouted as required, and painted in a fashion so as to match the proposed painting on the new wall. These walls are also to have a waved painted on them in order to put the disc on in lieu of the wave block. The intent is to paint the wave colors and configuration on the patched and repaired wall and place the discs in the similar configured area. Contractor is asked to bid the wall like no retaining wall is required. If there is to be a retaining wall, the City will ask for separate pricing. Contractor shall list it as being patched, repaired and painted as required.

11. On the existing wall where the block panel may be repaired or replaced, the wall is to be painted (to cover up the old existing brick so that color is consistent). Again, the new masonry walls and combo walls will have the canal side ONLY be split face – the homeowner's side of the wall will be smooth face and unpainted. The intent is to have the wall look nice on the canal side.

12. Item #11 – this shall be 12' gates. Two (2) 6' gates will no be permitted. In addition, the combo wall has a portion that is all block that hides the dumpster. The panels shall be 16' between the columns (one area lists it as 24').

13. The number of trash receptacles listed is to meet the requirements for quantity and location of the City's Solid Waste Services. It is apparent that there are more receptacles in the field than on the plans so Contractor is asked to provide a unit price for the number of receptacles identified in the field, i.e. 13. Contractor is also asked to provide a unit cost of the proposed fence pattern in case it is eliminated/added to in lieu of the 6' wrought iron fencing.

14. Quantities shall be bid as requested. They may change for various reasons; however, the amounts listed provide a base bid amount and ensure a linear foot cost of each wall type so that the scope of work can be adjusted accordingly.

15. Item #7 - The word combination implies 3' high wrought iron with 3' wall for a total height of 6'. This is incorrect. The wrought iron combination should be as detailed. Item # 8 should be 6' high wrought iron fencing. This is the quantity parallel to the cross streets and does not include the 6' wall as outlined herein. There is 4,576 L.F. of 6' high wrought iron fencing.

End of Addendum

EXHIBIT F5

Chandler • Arizona
Where Values Make The Difference

May 26, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 5

Please note the following clarifications:

BID DUE DATE HAS BEEN CHANGED TO: June 2, 2009 at 3:00 p.m. local Arizona Time.

Item #3 and Item #6 - The 12' gates are across the trail only. The SRP path has 2-6' swing gates.

There is not 4,576 lf of 6' high WI fencing as noted in item #6. There is 4,576 lf of wrought iron combination fence to be replaced as detailed. This detail includes 8' of solid wall, 32' of 3' fence on 3' wall, and 8' of column width per trash receptacle section with the remaining balance to be 6' wrought iron fencing. Per the plan you can count 25 receptacle locations (although this may vary upon Solid Waste approval). So, on the City owned wall which is the only wall portion to have wrought iron there is 200' of solid 6' high wall (8 x 25), 800' of 3' wall with a 3' wrought iron fence (32 x 25), 200' of columns (2 x 4 x 25)-Total 1,200'. **Thus of the 4,576 less 1200' there is 3,376 of 6' wrought iron fence plus the additional wrought iron fence of 368' (Item #8) which is the wrought iron fencing parallel to the cross streets.**

End of Addendum

/sb

EXHIBIT F6

Chandler • Arizona
Where Values Make The Difference

May 27, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 6

Please note the following clarifications:

1. Reminder - wrought iron fencing materials shall be Montage Plus fencing (Ameristar) or *PRIOR* approved equal. All requests for prior approval must be submitted in writing to the Purchasing Office no later than 4:00 pm local Arizona time on May 28, 2009.

End of Addendum

/sb

EXHIBIT C – revised 5-27-09
PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	Proposed private wall & fence construction, repair, and removal			
1.	Masonry wall to be replaced with 6' masonry wall, including temporary fencing if required	1,439 L.F.	$	$
2.	Masonry wall removal & disposal	5,423 L.F.	$	$
3.	Footing removal and disposal (no wall)	592 L.F.	$	$
4.	Existing fence to be replaced with 6' masonry wall, including temporary fencing if required	1,171 L.F.	$	$
5.	Wood fence removal & disposal	1,171 L.F.	$	$
6.	Existing wall to be painted, repaired and patched as required.	5,608 L.F.	$	$
	Combination wall or City owned wall as detailed. (Wall adjacent to alley)			
7a	6' High solid masonry wall in 8' sections as detailed	200 L.F.	$	$
7b	3' high decorative wall with 3' high fence	800 L.F.	$	$
7c	6' High Columns (as part of combination wall) 25 columns	200 L.F.	$	$
7d	6' high wrought iron fence	3,376 L.F.	$	$
	Fencing parallel roadways (Price Rd, Cottage Lane, Dobson Rd, Alma School,Arizona Ave)			
8a	Wrought Iron fencing Parallel to roadways	368 L.F.	$	$
8b	12' Wrought iron gates on path	6 each	$	$
8c	(2) 8' swing gates (16' total opening) for proposed SRP path access	2 each	$	$
8d	Gate removal & return to SRP	3 each	$	$
8e	Multiple user (3) heavy duty locking hasps for gates	8 each	$	$
	Other items			
9.	Cedar-slated wrought iron pedestrian gates	25 each	$	$
10.	4'6" steel bollards with yellow polyethylene thermoplastic bumper post sleeve	25 each	$	$
			TOTAL ITEMS 1-10	

EXHIBIT F7

Chandler • Arizona
Where Values Make The Difference

May 28, 2009

BLOCK WALL – REPAIR & REPLACEMENT
BID NO. ST9-913-2749
ADDENDUM 7

Please note the following change:

1. The 17,074 lf of concrete curbing on the Western Canal project has been eliminated from the project due to logistical problems. We will be substituting the same length of aluminum edging as specified. Specifications for the aluminum edging are attached your use.

2. Exhibit C "Pricing" has been revised to reflect the above change. Please make sure that the revised pricing page dated May 28, 2009 is the one that you return with your response.

ALUMINUM EDGING SPECIFICATION

WARRANTY. CONTRACTOR shall provide a 15-year limited material warranty for landscape edging from manufacturing defects in workmanship or material.

PLANTING ACCESSORIES.
Heavy Duty Straight Profile Edging: Permaloc CleanLine, 3/16" (4.8mm) x 5.5" (140mm) high, extruded aluminum, 6063 alloy, T-6 hardness, landscape edging for straight-line and curvilinear applications in corrugated straight profile, as manufactured by Permaloc Corporation, Holland MI 49424, telephone (800) 356-9660 or approved equal. Section shall have loops on side of section to receive stakes spaced approximately 2 to 3 feet (610 mm to 915 mm) apart along its length.

A. Thickness: 1/8 inch (3.2 mm) gage section at 0.072 inch (1.83 mm) minimum thick with 0.135 inch (3.4 mm) exposed top lip and 3/16 inch (4.8 mm) gage section at 0.116 inch (2.95 mm) minimum thick with 0.187 inch (4.75 mm) exposed top lip.
B. Length: 8' (2.44m) sections. The 16' lengths are also permitted.
C. Connection Method: Section ends shall splice together with an interlocking stakeless snap-down design.
D. Stake: 12" (305mm) minimum Permaloc extruded aluminum stake or approved equal. Stakes to interlock into section loops. Longer Permaloc stakes or approved equal are also permitted.
E. Finish: Bronze DuraFlex. Paint finish shall comply with AAMA 2603 for electrostatically baked on paint.
F. Grounding: 8' copper grounding rod tied to ground stake with #6 braided copper strands.

EXECUTION - LANDSCAPE EDGING INSTALLATION.
Preparation: Ensure that all underground utility lines are located and will not interfere with the proposed edging installation before beginning work. Locate border line of edging with string or other means to assure border straightness and curves as designed. Dig trench 1 inch (25 mm) deeper than set of edging bottom.

A. CONTRACTOR shall set edging into trench with top at 1/2 inch (12.7 mm) above compacted finish grade on turf side with side having loops for stakes placed on opposite side of turf. CONTRACTOR shall drive stakes through edging loops until locked in place. Requires 5 stakes evenly spaced for each 16 feet (4.88 meters) section, or 3 stakes evenly spaced for each 8 feet (2.44 meters) section with a total of 8 stake loops available in each 16 feet (4.88 meters) section if necessary. CONTRACTOR shall provide additional stakes at approximately 24 inches apart, longer stakes, heavier gage stakes, or any combination of previously mentioned as necessary to firmly secure edging for permanent intended use.

B. Where edging sections turn at corners and at angled runs, CONTRACTOR shall cut edging partially up through its height from bottom and turn back to desired angle to form rounded exposed radius.
C. CONTRACTOR shall sink 8' copper grounding rod into the ground 100' oc, or at a minimum each individual edging run and tie with braided copper to a aluminum stake attached to the edging as specified. Connection must meet the approval of the Contract Administrator/designee.
D. Backfilling and Cleanup: CONTRACTOR shall backfill both sides of edging, confirm and adjust if necessary that sections are securely held together, and compact backfill material along edging to provide top of edging at 1/2 inch (12.7 mm) above turf finish grade. CONTRACTOR shall clean up and remove excess material from site.

End of Addendum

/sb

EXHIBIT C – revised 5-28-09
PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
	Proposed private wall & fence construction, repair, and removal			
1.	Masonry wall to be replaced with 6' masonry wall, including temporary fencing if required	1,439 L.F.	$	$
2.	Masonry wall removal & disposal	5,423 L.F.	$	$
3.	Footing removal and disposal (no wall)	592 L.F.	$	$
4.	Existing fence to be replaced with 6' masonry wall, including temporary fencing if required	1,171 L.F.	$	$
5.	Wood fence removal & disposal	1,171 L.F.	$	$
6.	Existing wall to be painted, repaired and patched as required.	5,608 L.F.	$	$
	Combination wall or City owned wall as detailed. (Wall adjacent to alley)			
7a	6' High solid masonry wall in 8' sections as detailed	200 L.F.	$	$
7b	3' high decorative wall with 3' high fence	800 L.F.	$	$
7c	6' High Columns (as part of combination wall) 25 columns	200 L.F.	$	$
7d	6' high wrought iron fence	3,376 L.F.	$	$
	Fencing parallel roadways (Price Rd, Cottage Lane, Dobson Rd, Alma School,Arizona Ave)			
8a	Wrought Iron fencing Parallel to roadways	368 L.F.	$	$
8b	12' Wrought iron gates on path	6 each	$	$
8c	(2) 8' swing gates (16' total opening) for proposed SRP path access	2 each	$	$
8d	Gate removal & return to SRP	3 each	$	$
8e	Multiple user (3) heavy duty locking hasps for gates	8 each	$	$
	Other items			
9.	Cedar-slated wrought iron pedestrian gates	25 each	$	$
10.	4'6" steel bollards with yellow polyethylene thermoplastic bumper post sleeve	25 each	$	$
			TOTAL ITEMS 1-10	