

**FIFTH AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
VINCON ENGINEERING CONSTRUCTION LLC**

THIS FIFTH AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “Fifth Amendment”) is entered into as of February 06, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Vincon Engineering Construction LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Chandler, Arizona entered into Contract No. ST5-745-3435, dated October 24, 2014, as amended by Amendment No. 1, dated October 26, 2015, by Amendment No. 2, dated November 23, 2015, by Amendment No. 3, dated August 1, 2016, by Amendment No. 4, dated November 15, 2016, and by Amendment No. 5, dated September 19, 2017, (collectively, the “City Contract”), with the Contractor for the Contractor to provide concrete repair and maintenance. The City Contract, attached hereto as Exhibit A is incorporated herein by reference, to the extent non inconsistent with this agreement.

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement, dated September 14, 2015 (the “Initial Agreement”), and based upon the City Contract, for the Contractor to provide the Town with concrete repair and maintenance (the Materials and Services”).

C. The Initial Agreement was modified by Change Order No. 1, dated October 16, 2015, amended by that First Amendment on January 7, 2016, by that Second Amendment on March 3, 2016, by that Third Amendment on September 15, 2016, and by that Fourth Amendment on March 16, 2017 to purchase additional Materials and Services. The Initial Agreement, Change Order, and First through Fourth Amendments are collectively referred to herein as the “Agreement.” All capitalized terms not otherwise defined in this Fifth Amendment have the same meanings as contained in the Agreement.

D. The Town has determined that additional Materials and Services from the Contractor are necessary (the “Additional Services”).

E. The Town and the Contractor desire to enter into this Fifth Amendment to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 5, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall pay Contractor \$50,000.00 for the Additional Services at the rates set forth in the City Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$160,473.00 to \$210,473.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Fifth Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Fifth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

5. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

6. Conflict of Interest. This Fifth Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

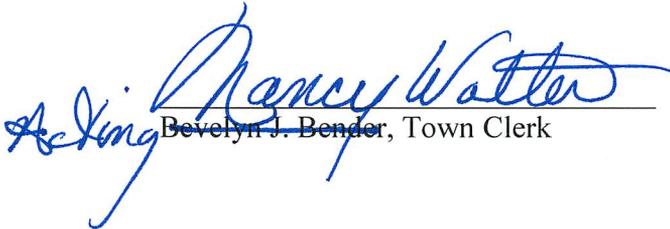
IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation


Grady E. Miller, Town Manager

ATTEST:

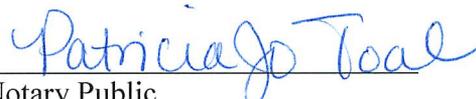

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 7, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



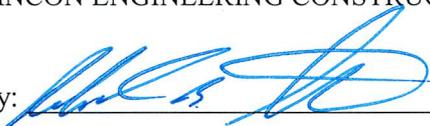

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

VINCON ENGINEERING CONSTRUCTION LLC

By: 

Name: MEMBER

Its: ROBERT B. SMITH

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 29th January, 2018, before me personally appeared Robert Smith, the Member of Vincon Engineering Construction, an Arizona limited liability corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of Vincon Engineering Construction LLC.


Notary Public

(Affix notary seal here)

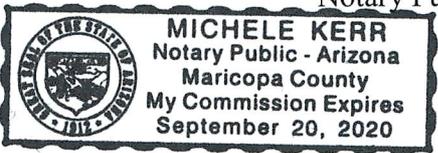


EXHIBIT A
TO
FIFTH AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
VINCON ENGINEERING CONSTRUCTION LLC.

[CITY CONTRACT]

See following pages.

CITY OF CHANDLER SERVICES AGREEMENT
CONCRETE REPAIR & MAINTENANCE
AGREEMENT NO.: ST5-745-3435

18-2303

THIS AGREEMENT is made and entered into this 24 day of October, 2014, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and VINCON ENGINEERING CONSTRUCTION, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement:

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. **CONTRACT ADMINISTRATOR:**
 - 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Sr. Streets Maintenance Coordinator/designee (Contract Administrator), to provide the services required by this Agreement.
 - 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
 - 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
 - 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
2. **SCOPE OF WORK:** CONTRACTOR shall provide Concrete Repair & Maintenance services all as more specifically set forth in the Scope of Work, labeled Exhibit B, Price List, labeled Exhibit C, Approved Product List, labeled Exhibit D, Subcontractor List, labeled Exhibit E, Performance and Payment bonds, labeled Exhibits F1 and F2, Construction Sign Detail, labeled Exhibit G attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein
 - 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
 - 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract
 - 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for benefit concerning this Contract without the prior written approval of the CITY.
 - 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

CC 10-23-14

- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5. **Warranty.** Each Bid must provide a one (1) year warranty/guarantee against defects in materials, workmanship and/or performance for all items.
3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **New/Current Products.** All materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4. **PRICE:** CITY shall pay to CONTRACTOR the unit price per lineal foot for the arterial roads as well as the collector and residential streets as shown on Exhibit C (attached hereto and made a part hereof by reference), in an aggregate amount, not to exceed **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000)** for the completion of all the work and services ordered by the Contract Administrator under paragraph 8 of Exhibit B.
- 4.1. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** Payment shall be based solely on actual quantities authorized by orders issued by the Contract Administrator 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. CONTRACTOR shall furnish CITY, when and if ordered, the supplies and/or services specified at the unit price as specified in Exhibit C.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment (Annual—CPI).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a request for price adjustments in accordance with the current Consumer Price Index. CONTRACTOR must request all price adjustments in writing at least sixty (60) days prior to the renewal date.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM:** The term of the Contract is **One (1) year**, commencing on **December 1st, 2014** and terminating on **November 30th, 2015** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **four (4) additional terms** of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to **60 days**.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

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

- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the

CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1. Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2. Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement;
 - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 10.4. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

11. INSURANCE:

1. General

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements

2. Minimum Scope And Limits Of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance*: CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Builders' Risk Insurance (Course of Construction)*. The CONTRACTOR bears all responsibility for loss to all Work being performed and to buildings under construction. Unless waived in writing by the City of Chandler, the CONTRACTOR will purchase and maintain in force Builders' Risk-Installation insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the GMP and all subsequent modifications. The CONTRACTOR's Builders' Risk-Installation insurance must be primary and not contributory.
1. Builders' Risk-Installation insurance must name the City of Chandler, the CONTRACTOR and all tiers of Sub Contractors as Additional Insured's and must contain a provision that this insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under Builders' Risk-Installation coverage.
 2. Builders' Risk-Installation insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk-Installation insurance must provide coverage from the time any covered property comes under the CONTRACTOR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
 3. The CONTRACTOR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk-Installation insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The CONTRACTOR will be responsible for any and all deductibles under these policies and the CONTRACTOR waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Builders' Risk-Installation insurance described above.
 4. Builders' Risk Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
 - a. The Builders' Risk insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
 - b. This insurance must include as named insureds, the City, the CONTRACTOR, SubContractors, Subconsultants and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide some level of coverage with the City and CONTRACTOR named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk-Installation coverage.
 - c. This insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

- d. All rights of subrogation are, by this Agreement, waived against the City of Chandler, its officers, officials, agents and employees.
- e. The CONTRACTOR is responsible for payment of all deductibles under the Builders' Risk policy.

3 Additional Policy Provisions Required

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.
 - 2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage
 - 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR, even if those limits of liability are in excess of those required by this Agreement.
 - 4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
 - 5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
 - 8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
12. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Sr Streets Maint. Coord.
 Administrator: _____
 Contact: Al Fausto
 Mailing Address: _____
 Physical Address: 975 E. Armstrong Way
 City, State, Zip Chandler, AZ 85225
 Phone: 480-782-3505
 E-Mail: Alberto.fausto@chandleraz.gov

In the case of the CONTRACTOR

Firm Name: Vincon Engineering Construction, LLC
 Contact: Troy Colby
 Address: 1831 N. Rochester
 City, State, Zip Mesa, AZ 85205
 Phone: 480-833-8527
 FAX: 480-833-8617
toolby@vinconllc.com

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

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

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

15.2. Performance and Payment Bonds.

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

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

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

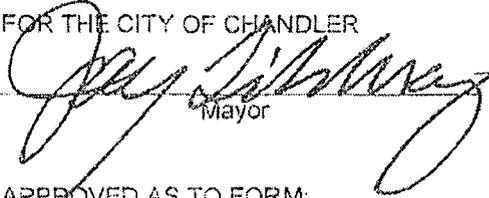
The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

- 15.3. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of 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 24
day of October, 2014.

FOR THE CITY OF CHANDLER



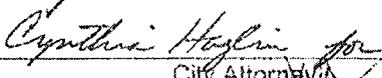
Mayor

FOR THE CONTRACTOR

By 

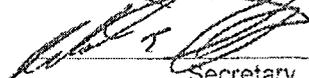
Signature

APPROVED AS TO FORM:



City Attorney

ATTEST, If Corporation



Secretary

ATTEST:



City Clerk



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.

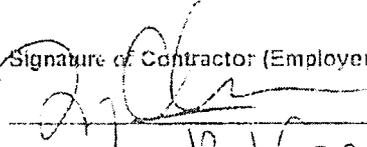
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: ST5-745-3435		
Name (as listed in the contract): Vincon Engineering Construction, LLC		
Street Name and Number: 1831 N. Rochester		
City: Mesa	State: AZ	Zip Code: 85205

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract.
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:


Printed Name: Paul Casey
Title: MEMBER
Date (month/day/year): 9/24/14

**EXHIBIT B
SCOPE OF WORK**

GENERAL INFORMATION

Contractor shall provide Concrete Repair Maintenance services as specified herein.

GENERAL VENDOR QUALIFICATIONS

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

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

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

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

All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

SPECIFICATIONS

1. **GENERAL.** CONTRACTOR shall use the most current version of CITY/agency and/or Maricopa Association of Governments (M.A.G.) standard details and specifications for inspection and quality assurance for all work being done under this Agreement. CONTRACTOR shall be responsible for ensuring that workmanship, materials, equipment, and site preparation meet or exceed the required specifications. The Contract Administrator/designee will inspect all phases of work and any unsatisfactory work or preparation shall be redone at no additional cost to the CITY. Contractor is responsible for all mobilization, setup, labor, materials, equipment, and supervision.
2. CONTRACTOR shall ensure that concrete conforms to the applicable requirements of MAG specification section 725 and applicable Maricopa Association of Governments (MAG) or City of Chandler (COC) standard detail. Concrete repair and maintenance shall comply with MAG specification section 340 as applicable. CONTRACTOR shall conduct a flow test on aprons, valley gutters and curb & gutters by supplying water from a tank truck or other source. Any ponding greater than ½ inch one hour after the water is shut off shall be corrected at CONTRACTOR'S expense. Asphalt cut-and-patch for concrete forms shall be replaced flushed with existing pavement edges. Asphalt concrete shall be placed in accordance with the requirements in MAG standard specifications section 321 and 336.
3. **Permits.** CONTRACTOR shall be responsible for obtaining all permits for the Streets Division. Any other CITY departments utilizing this Agreement shall be responsible for overseeing their own projects and providing their own permits, if required.

4. **Curb Ramps.** The City of Chandler is mandated to provide accessibility improvements to curb ramps and driveways whenever a pavement resurfacing is done. To accomplish this requirement, CONTRACTOR shall repair and/or retrofit existing curb ramps and driveways to the best extent possible to meet current Americans with Disabilities Act (ADA) standards or as directed by Contract Administrator/Designee. Each retrofit is a unique "field fit" and as such, the CONTRACTOR shall coordinate with the Contract Administrator/Designee in determining work limits and scope for each area. In most instances, directional dual curb ramps shall be installed at each corner of intersections and shall be constructed as a combination of two (2) MAG Standard Detail 235-3 or any combination of the MAG 235 details.
5. **Striping.** The CONTRACTOR shall upon request obliterate all striping such as crosswalks, stop bars, lane lines, edge lines and center lines which do not line up or match retrofitted curb ramps. The CONTRACTOR shall re-stripe these obliterated areas as directed by Contract Administrator/Designee. No striping shall begin until approved by Contract Administrator/Designee.
6. The CONTRACTOR shall seal coat obliterated striping as directed by Contract Administrator/Designee with a Brewer Coat and silica sand mixture of one (1) gallon Brewer Coat to two (2) pound silica sand (or approved equal).
7. **Bus Shelter Pads.** The City's Transit Services utilizes concrete pads to support bus shelters and accompanying furniture and to meet ADA requirements for bus stops. CONTRACTOR may be required to repair existing or install replacement/new shelter pads as required to ensure a safe environment for citizens. As old bus shelters are replaced with updated styles, CONTRACTOR may need to expand the shelter pad in order to meet ADA requirements. Expansion of shelter pads and other minor concrete work to meet ADA requirements shall be completed at the per square foot pricing listing on Exhibit C as shelter pad size may vary due to right-of-way constraints. As new bus routes are added throughout CITY, new shelter pads may be needed for bus shelters and accompanying transit furniture. Additionally, CONTRACTOR may be asked by Contract Administrator/designee to add or alter bus bays where appropriate.
8. No work shall be completed under this Agreement without prior written approval from Contract Administrator/Designee.
9. **Estimated Quantities.** The quantities shown on Exhibit C (attached) are estimates only, based upon available information. Payment shall be based on actual quantities. There is no guarantee as to minimum quantity required by CITY. The CITY reserves the right to increase or decrease the actual quantities used to complete the project.
10. **Notification of Public.** 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.
11. **Existing Utilities.** CONTRACTOR shall be responsible for identifying and locating (blue stake) all existing utilities within and around the work area and will take all necessary steps to protect such utilities from damage. CONTRACTOR shall be responsible for the repair of all damaged utilities resulting from this work and will coordinate with utility companies and affected residents and businesses for required outages and/or repairs. CONTRACTOR shall adjust to finished grade all affected utility junction boxes and utility concrete collars as required.
12. **Protection of adjacent property.** CONTRACTOR shall take all necessary steps to protect adjacent public or private properties during work. CONTRACTOR shall restore any damage to adjacent property at CONTRACTOR expense and to the satisfaction of the Contract Administrator/designee.

13. Demo and Removal. CONTRACTOR shall remove excavated and demolished materials immediately from work site at their cost. Steel plates shall be used (per MAG Standard Detail 211) where excavated area cannot be backfilled or where concrete placement for valley gutters across roadway surface or drive entrances are done in phases. Steel plates shall be gradually ramped from plate edges with EPA approved material and the street or drive entrance opened immediately to traffic. CONTRACTOR shall use barricades and "sidewalk closed" signs as required.
14. Water for repair and maintenance purpose. Should CONTRACTOR desire to use water from CITY mains, CONTRACTOR shall make application to the City Water Quality Department for a fire hydrant meter and pay all the required deposits and costs. CONTRACTOR shall not take water from CITY mains until a meter is installed.
15. Detectable Warning. Detectable warning shall consist of truncated domes as determined in MAG specification section 340. All truncated dome tiles shall be approved by the Contract Administrator/Designee prior to installation. (See attached Exhibit D - Approved Products List). Note, composite tiles are not a suitable substitute for the "hard" tiles listed in Exhibit D and will not be used on this contract.
16. Traffic Control & Construction Signs. CONTRACTOR shall adhere to all CITY, State and Federal Traffic and Safety guidance, City of Chandler Traffic Barricades Design Manual #7, City of Chandler Municipal code 46-2.7.E construction sign requirements and the Manual on Uniform Traffic Control Devices (MUTCD). CONTRACTOR shall submit all traffic control plans for approval to the City of Chandler Transportation and Development Department before any work may progress. CONTRACTOR shall use the appropriate type and number of barricades to protect the public from harm and the work site from damage. CONTRACTOR shall place appropriate warning signs, such as "Sidewalk Close" signs and other signs as required by the MUTCD or the Contract Administrator/Designee. Traffic control shall include uniformed Chandler Police Officer and squad car as required. CONTRACTOR shall be paid the actual cost of hiring the uniformed Chandler Police Officer (see Exhibit C).
17. Clean Up. All public and private property and grounds occupied by CONTRACTOR in connection with the work shall be cleaned of all debris and excess materials (to include mud and concrete residue in all affected gutter flow lines) after each workday; additionally, temporary structures and equipment shall be removed at the end of the project. CONTRACTOR shall utilize a PM-10 certified mechanical broom sweeper throughout the workday for cleanup. All parts of the work shall be left in an acceptable condition before final acceptance.
18. DUST CONTROL. CONTRACTOR shall keep suitable equipment on hand at the job site for maintaining dust control and shall employ appropriate equipment for that purpose in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations".
19. CONTRACTOR shall be responsible for obtaining an Air Quality Permit from Maricopa County prior to starting the required work, especially if earth-moving operations are involved. CONTRACTOR shall pay all permit fees.

EXHIBIT C
PRICING

**Bid price to include all taxes.

Item	Description	Unit	Quantity*	Unit Cost \$	Amount \$
1.	Saw cut, Remove and Dispose of all concrete and asphalt from curb ramps, driveways, alley entrances, sidewalks and valley gutters or concrete aprons	SF	550,000	\$ 1.17	\$643,500.00
2.	Saw cut, Remove and Dispose of concrete curb and gutter or median curb	LF	35,000	\$ 5.39	\$186,650.00
3.	Traffic Control	Per Day	150	\$ 245.00	\$36,750.00
4.	Sidewalk per MAG Detail 230	SF	135,000	\$ 2.06	\$278,100.00
5.	Curb & Gutter, Median Curb per MAG Detail 220-1, 220-2, 221, 222 or 223	LF	35,000	\$ 12.25	\$428,750.00
6.	Asphalt Patch back, 2 feet wide minimum	SF	64,000	\$ 4.65	\$390,600.00
7.	Horizontal Curb Cut	LF	100	\$ 9.80	\$ 980.00
8.	ADA Truncated Domes	SF	8,000	\$ 14.50	\$116,000.00
9.	Curb Ramp per MAG Detail 235-1	EA	10	\$ 196.00	\$1960.00
10.	Curb Ramp per MAG Detail 235-2	EA	10	\$ 563.50	\$5635.00
11.	Curb Ramp per MAG Detail 235-3	EA	750	\$ 294.00	\$220,500.00
12.	Curb Ramp per MAG Detail 235-4	EA	10	\$ 343.00	\$3430.00
13.	Curb Ramp per MAG Detail 235-5	EA	10	\$ 328.30	\$3283.00
14.	Valley Gutters per MAG Detail 240	SF	11,000	\$ 3.43	\$37,730.00
15.	Concrete Apron per MAG Detail 240	SF	100,000	\$ 3.53	\$353,000.00
16.	Residential drop down driveway with 2" depressed curb, 4" thick	SF	77,000	\$ 2.50	\$192,500.00
17.	Residential driveway (walk behind) per MAG Detail 250-1 or 250-2, 4" thick	SF	4,000	\$ 2.06	\$ 8240.00

ITEM	DESCRIPTION	UNIT	UNIT COST \$
18.	Commercial drop down driveway with 2" depressed curb, 6" thick	SF	\$ 3.04
19.	Commercial driveway (walk behind) per MAG Detail 250-1 or 250-2, 6" thick	SF	\$ 2.80
20.	Alley entrance per MAG Detail 260, 262, or 263	SF	\$ 2.70
21.	Bus Shelter Pad per COC Detail C-230, 4" thick	SF	\$ 2.94
22.	Concrete Bus Bay per COC Detail C-231, 9" thick	SF	\$ 3.92
23.	Obliterate Striping, 4" equivalent	LF	\$ 2.43
24.	Seal Obliterated Striping, 4" equivalent	LF	\$.35
25.	Striping, White Paint, 4" equivalent	LF	\$.35
26.	Striping, Yellow Paint, 4" equivalent	LF	\$.35
27.	Striping, White Thermoplastic, 4" equivalent	LF	\$ 2.43
28.	School Crosswalk, 24"x10' Yellow High Visibility Crosswalk Rectangles	SET	\$ 98.00
29.	School Roll Out Yellow Dots, 24" Diameter	EA	\$ 19.60
30	City of Chandler Uniformed Police Officer, Contractor to be paid the actual cost of hiring police officer	N/A	N/A
TOTAL NOT TO EXCEED			\$ 3,500,000.00

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

EXHIBIT D
ADA TRUNCATED DOMES (TILES)
APPROVED PRODUCTS LIST

1.

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

2.

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

3.

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

Note: composite tiles are not a suitable substitute for the "hard" tiles listed on this Exhibit and will not be used on this contract.

**EXHIBIT E
SUBCONTRACTOR'S LIST**

Each bidder **MUST** complete information regarding each Sub-Contractor which may be used in conjunction with this contract. The bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subs).

NAME: Construction Guide LICENSE NA

ADDRESS: 5624 N. 54th Ave., Glendale, AZ

CONTACT PERSON / TELEPHONE: Larry 602-750-2631

EMAIL ADDRESS larry@constructionguidelc.com

EXTENT OF WORK: Traffic Control

NAME: _____ LICENSE _____

ADDRESS: _____

CONTACT PERSON / TELEPHONE: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

CONTACT PERSON / TELEPHONE: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

EXHIBIT F1
PERFORMANCE BOND

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

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

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler. Dated the _____ day of _____ for CONCRETE REPAIRS & MAINTENANCE, Bid No. ST5-745-3435, 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 _____, 2014

PRINCIPAL

SEAL

AGENT OF RECORD

BY

SURETY

SEAL

AGENT ADDRESS

**EXHIBIT F2
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 _____, 2010, for CONCRETE REPAIRS & MAINTENANCE; Bid No. ST5-745-3435, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2 Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2014.

PRINCIPAL SEAL

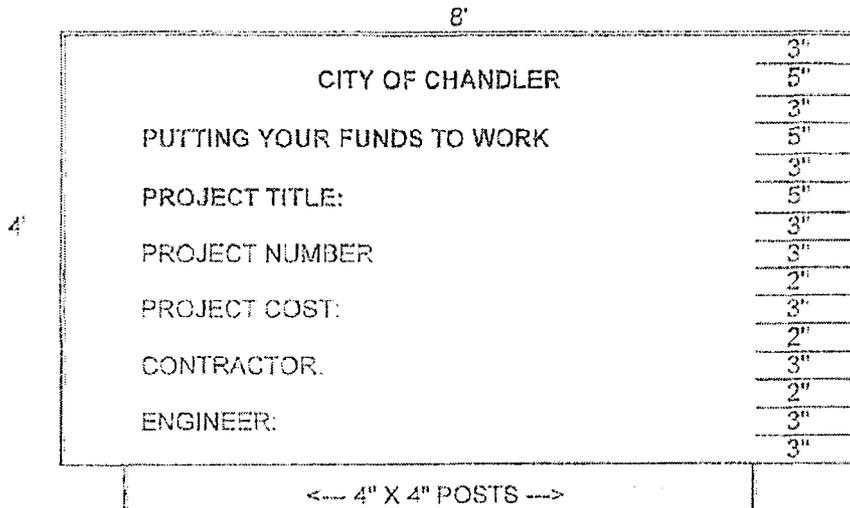
AGENT OF RECORD

BY _____

AGENT ADDRESS

SURETY SEAL

**EXHIBIT G
CONSTRUCTION SIGN DETAIL**



NOTES:

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

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

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

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

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;
 - i. Be at least 3'x5' in size or large enough to contain all the information required below, whichever is larger
 - ii. Be placed in such positions that they can be read by traffic from each direction
 - iii. Be colored "construction orange" with black letters.
 - iv. Have block letters at least 6" in height
 - v. 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 returned by such a representative of the CONTRACTOR within 24-hours.

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

**DEVELOPER
CONTRACTOR
CONCRETE MAINTENANCE**

XX-XX-14 TO XX-XX-14

(480) 782-XXXX

CONTRACTOR
(480) 782-XXXX

18-2303

AMENDMENT NUMBER ONE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
CONCRETE REPAIR & MAINTENANCE
AGREEMENT NO. ST5-745-3435

This Amendment No. 1 to that certain Agreement between the City of Chandler (CITY) and VINCON ENGINEERING CONSTRUCTION, LLC (Contractor) for Concrete Repair & Maintenance dated, October 24, 2014 and is entered into this 26 day of October, 2015.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) terms of one year each.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended, increasing the annual spending limit by Three Hundred Fifty Thousand Dollars (\$350,000) for a revised not to exceed amount of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000).
2. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 26 day of October, 2015.

CITY OF CHANDLER:
By: [Signature]
Mayor

CONTRACTOR:
By: [Signature]
Title: MANAGER

APPROVED AS TO FORM:
[Signature]
City Attorney

ATTEST: (If corporation)
[Signature]
Secretary

ATTEST:
[Signature]
City Clerk

WITNESS: (If individual or Partnership)



cc 10/22/15 #29

**AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
CONCRETE REPAIR & MAINTENANCE
AGREEMENT NO. ST5-745-3435**

18-2303

This Amendment No. 2 to that certain Agreement between the City of Chandler (CITY) and **VINCON ENGINEERING CONSTRUCTION, LLC** (Contractor) for Concrete Repair & Maintenance dated, October 24, 2014 and is entered into this 23 day of November, 2015.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) terms of one year each. This is the first renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended, payable as set forth in Revised Exhibit A, for a total amount not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000) attached hereto and made a part hereof by reference.
2. Section 5 of the Agreement, as amended, extends the term of the agreement for a one-year period from December 1, 2015 through November 30, 2016.
3. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 23 day of November, 2015.

CITY OF CHANDLER:

By: [Signature]
Mayor

CONTRACTOR:

By: [Signature]
Title: MEMBER

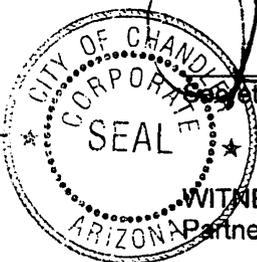
APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST: (If Corporation)

ATTEST:

[Signature]
City Clerk



[Signature]
Secretary

WITNESS: (If individual or Partnership)

[SEAL]

cc 11-19-15

18-2303

AMENDMENT NUMBER THREE,
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
CONCRETE REPAIR & MAINTENANCE
AGREEMENT NO. ST5-745-3435

This Amendment No. Three to that certain Agreement between the City of Chandler (CITY) and VINCON ENGINEERING CONSTRUCTION, LLC (Contractor) for Concrete Repair & Maintenance dated, October 24, 2014 and is entered into this 1 day of August, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) additional one-year terms.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended, increasing the annual spending limit by \$1,600,000 for a revised not to exceed amount of \$5,200,000 for the term ending November 30, 2016.
2. All other terms, conditions and pricing of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 1 day of August, 2016.

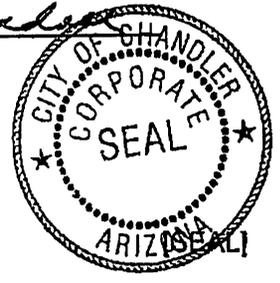
CITY OF CHANDLER:
By: [Signature]
Mayor

CONTRACTOR:
By: [Signature]
Title: [Signature]

APPROVED AS TO FORM:
[Signature]
City Attorney

ATTEST: (If corporation)
[Signature]
Secretary

ATTEST:
[Signature]
City Clerk



WITNESS: (If individual or Partnership)

RECEIVED

NOV 21 2016

18-2303

RECEIVED

OCT 18 2016

VINCON, LLC

AMENDMENT NUMBER FOUR
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
CONCRETE REPAIR & MAINTENANCE
AGREEMENT NO. ST5-745-3435

VINCON, LLC

This Amendment No. 4 to that certain Agreement between the City of Chandler (City) and VINCON ENGINEERING CONSTRUCTION, LLC (Contractor) for Concrete Repair & Maintenance dated October 24, 2014 is entered into this 15 day of November, 2016.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) additional one-year terms. This is the second renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 4 of the Agreement, as amended, Price, shall be for an amount not to exceed Two Million Seventy Thousand Dollars (\$2,070,000).
2. Section 5 of the Agreement, as amended, Term, is hereby amended to extend the term of the agreement for a one-year period from December 1, 2016 through November 30, 2017.
3. All other terms, conditions and pricing of the above referenced Agreement as amended shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 15 day of November, 2016.

CITY OF CHANDLER

By: Jay [Signature]

Mayor

CONTRACTOR:

By: [Signature]

Title: Member

APPROVED AS TO FORM:

[Signature]
City Attorney

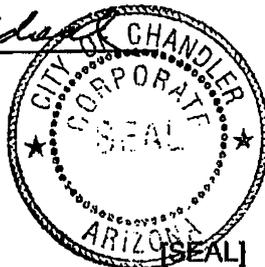
ATTEST: (If corporation)

[Signature]
Secretary member

ATTEST:

[Signature]
City Clerk

WITNESS: (If individual or Partnership)



cc 11-16-16

18-2303

AMENDMENT NUMBER FIVE
TO AGREEMENT BETWEEN THE CITY OF CHANDLER
AND
VINCON ENGINEERING CONSTRUCTION, LLC
CONCRETE REPAIR & MAINTENANCE
AGREEMENT NO. ST5-745-3435

This Amendment No. 5 to that certain Agreement between the City of Chandler (City) and Vincon Engineering Construction, LLC (Contractor) for Concrete Repair & Maintenance dated October 24, 2014 is entered into this 19 day of September, 2017.

WHEREAS, the parties entered into contract for one year with provisions to extend for four (4) additional one-year terms. This is the third renewal option.

NOW THEREFORE, the parties agree as follows:

1. Section 4, Price, of the Agreement is hereby amended increasing the annual spending limit by \$550,000 for a revised not to exceed amount of \$2,620,000 for the existing term ending November 30, 2017 and also a not to exceed amount of Three Million Six Hundred Eighty Eight Thousand Nine Hundred Eighty Six Dollars (\$3,688,986) for the new term from December 1, 2017 through November 30, 2018.
2. Section 5 of the Agreement, Term, as amended, hereby extends the term of the agreement for a one-year period from December 1, 2017 through November 30, 2018.
3. All other terms, conditions and pricing of the above referenced Agreement shall remain unchanged and in full force and effect.

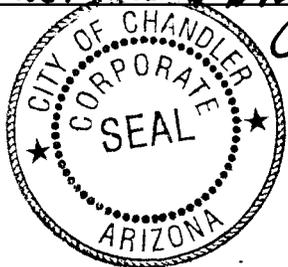
IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 19 day of September, 2017.

CITY OF CHANDLER:

By: Jay Liberman
Mayor

APPROVED AS TO FORM:
Linda Fringe
City Attorney

ATTEST:
Dana R. DeLong
City Clerk



[SEAL]

CONTRACTOR:

By: [Signature]
Title: Member

ATTEST: (If corporation)

Secretary

WITNESS: (If individual or Partnership)
