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**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23 day of February, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Achen-Gardner Construction, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

of the supplies  
**RECITALS**  
AGREEMENT

- A. On June 1, 2014, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Job Order Contract, Contract No. P14-0062B Wet Utility Pipeline Projects, ACON 23214 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was May 22, 2014, until the date the contract expires on May 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2017. The initial period of this Agreement, therefore, is the period from the

Effective Date of this Agreement until May 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for one additional one-year period until the Cooperative Purchasing Agreement expires on May 31, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred sixty-five, four hundred twenty-five and sixty-five cents dollars (\$465,425.65) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Engineering Department  
5850 W. Glendale Avenue, Suite 315  
Glendale, Arizona 8530  
623-930-3630

and

Achen - Gardner Construction, LLC  
c/o Dan Broderick, Senior Manager  
550 South 79<sup>th</sup> Street  
Chandler, Arizona 85226

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

"Contractor"

City of Glendale, an Arizona  
municipal corporation

Achen - Gardner Construction, LLC,  
an Arizona limited liability company

By:

  
Kevin R. Phelps  
City Manager

By:

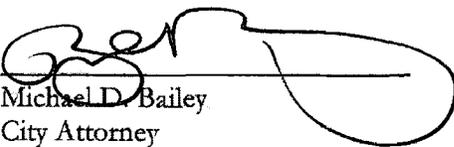
  
Name: John Walstrom  
Title: President

ATTEST:

  
Pamela Hanna  
City Clerk

(SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN-GARDNER CONSTRUCTION, LLC**

**EXHIBIT A  
ACON23214A JOC FOR WET UTILITY PIPELINE PROJECTS**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

**EXHIBIT B**  
Award and Rate Sheet

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC**

**EXHIBIT C  
Scope of Work**

**PROJECT**

The Arrowhead Effluent Reuse Distribution System pipeline (AERDS) conveys reclaimed water from the City's Arrowhead Ranch Wastewater Reclamation Facility to various irrigation facilities and lakes within the Arrowhead Ranch development. The project will construct a new 36-inch isolation valve and a 6-inch bypass/drain valve on the AERDS pipeline within a new precast concrete vault. These new facilities will increase maintenance efficiency by allowing the AERDS pipeline to be isolated for maintenance activities and will allow reclaimed water to be more efficiently directed to the city's Oasis Recharge Facility.

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ACHEN - GARDNER CONSTRUCTION, LLC

EXHIBIT D

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$465,425.65 for the entire term of the Agreement.



# CONTRACT AMENDMENT

Solicitation No. P14-0062B Page 1 of 1

Description: JOC for Wet Utility Pipeline Projects

Amendment No. One (1) Date: April 1, 2015

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 86345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

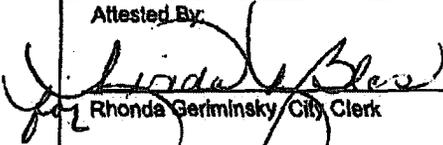
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on May 31, 2015. The contract is being extended and the new contract term is: **June 1, 2015 to May 31, 2016.**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

**Kevin J. Nunez / Vice President**

	<u>4/1/15</u>	<u>Daniel J. Spitza, Vice President</u>	<u>Achen-Gardner Construction</u>
Signature	Date	Typed Name and Title	Company Name
<u>550 South 79<sup>th</sup> Street</u>	<u>Chandler</u>	<u>AZ</u>	<u>85226</u>
Address	City	State	Zip Code

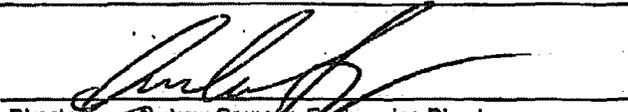
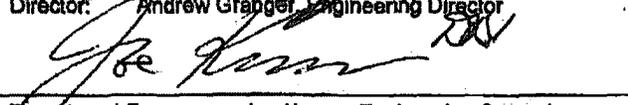
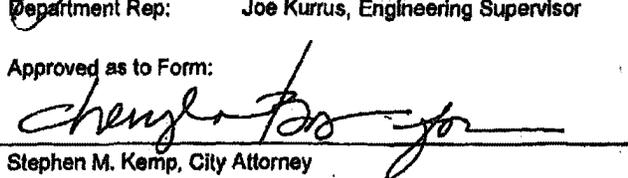
Attested By:

  
Rhonda Germinsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number  
ACON23214A  
Contract Number

	Director: <u>Andrew Granger, Engineering Director</u>
	Department Rep: <u>Joe Kurrus, Engineering Supervisor</u>
	Approved as to Form: <u>Stephen M. Kemp, City Attorney</u>

The above referenced Contract Amendment is hereby Executed:

April 14, 2015, at Peoria, Arizona

  
Dan Zenko, Materials Manager

SCANNED

ACON23214A



# City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P14-0062B

Description of Work: JOC for Wet Utility Pipeline Projects

Location: City of Peoria, Materials Management Contact: Lisa Houg, CPPB  
 Mailing Address: 9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl., Peoria, AZ 85345 Phone: (623) 773-7115

**OFFER**

Contractor's License Number:  
ROC 261745 A, ROC 261746 B-1, ROC 261747 B-04

Achen-Gardner Construction, LLC  
Job Order Contractor Name

Authorized Signature for Offer

550 South 79<sup>th</sup> Street  
Address

Daniel J. Spitza, P.E.  
Printed Name

Chandler      AZ      85226  
City                  State          Zip Code

Daniel J. Spitza / Vice President  
Title

480-403-9432                  480-940-4576  
Telephone                          Fax

dspitza@achen.com  
E-mail

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO CITY OF PEORIA USE ONLY**

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:   
Rhonda Gerlinsky, City Clerk

City of Peoria, Arizona.  
EIT Date: May 23, 2014

Approved as to form:  
  
Stephen M. Kemp, City Attorney



ACON 23214  
Contract Number

Awarded on May 23, 2014

City Seal  
Copyright 2003 City of Peoria, Arizona

Official File

Dan Zenko, Materials Manager

ACON 23214

**JOB ORDER CONTRACT**



**P14-0062**

**Wet Utility Pipeline Projects**

**CONTRACT FOR CONSTRUCTION**

**JOB ORDER CONTRACT AGREEMENT  
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**JOB ORDER CONTRACTING  
CONTRACT**

THIS CONTRACT is entered into and made effective the 1st day of June, 2014 by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Achen-Gardner Construction, (the "Job Order Contractor"). The parties agree as follows:

**1. DEFINITIONS.**

**1.1. Owner.** Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

**1.2. Job Order Contractor.** Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

**1.3. Contract.** Contract means this agreement including its attachments and any Job Orders that may be issued.

**1.4. Subcontract.** Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

**1.5. Job Order.** Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

**1.6. Work.** Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

**1.7. Punch List Preparation.** A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

**1.8. Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

**1.9. Reference Standards**

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

## 2. CONTRACT TERM

2.1. **Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. **Mutual Agreement.** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order; it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. **Cooperative Purchasing:** This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

## 3. PERFORMANCE OF THE WORK

3.1. **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "A"* (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;

- 3.1.6. The agreed total price for the Work to be performed;
  - 3.1.7. Submittal requirements;
  - 3.1.8. Owner's authorized representative who will accept the completed Work;
  - 3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order;
- and
- 3.1.10. Such other information as may be necessary to perform the Work.

**3.2. Job Order Contractor Duties and Obligations.**

**3.2.1. Permits & Responsibilities.** Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

**3.2.2. Outdoor Construction Restrictions.** Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.2.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.2.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.2.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

**3.2.3. Jobsite Superintendent.** During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.3.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

**3.2.4. Construction Layout.** Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools,

materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

**3.2.5. Survey Control Points.** Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

**3.2.6. Traffic Regulations.** All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.6.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.6.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

3.2.6.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.6.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

3.2.6.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.

3.2.6.6. The Police Department shall determine if construction activities or traffic hazards at the construction project require the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, if the Police Department determines that flagmen are sufficient, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 or [offduty@peoriaaz.gov](mailto:offduty@peoriaaz.gov).

3.2.6.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062.

3.2.6.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.

3.2.6.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.6.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.6.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.6.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.6.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.6.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.6.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.7. **Operations & Storage.** Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.8. **Cleaning Up & Refuse Disposal.** Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.8.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.8.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.8.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.8.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.9. **Existing Improvements and Utilities.** Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.10. **Safety.** Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.10.1. **Job Order Contractor Safety Compliance.** Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.10.2. **Job Order Contractor Provided Warnings.** Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.10.3. **Emergency Procedures.** Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.10.4. **Accident Notification.** Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.10.5. **Jobsite Safety Documents.** Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.10.6. **Job Order Contractor's Safety Program.** Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.10.7. **Job Order Contractor Safety Representative.** Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.10.8. **Emergency Medical Treatment.** Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.10.9. **Owner's Right to Monitor.** Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

3.2.10.10. **First Aid Kit.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.10.11. **Fire Extinguisher.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.11. **Dissemination of Contract Information.** Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.12. **Shop Drawings.** Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.13. **Jobsite Drawings and Specifications.** Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

### 3.3. **Owner Rights and Obligations.**

#### 3.3.1. **Suspension of Work.**

3.3.1.1. **Owner's Written Order.** Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. **Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. **Job Order Contractor Costs.** A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. **Owner's Right to Possession.** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. **Owner's Possession or Use.** While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

**3.3.3. Other Contracts.** Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

**3.4. Job Order Amendment.** Job Orders may be amended by Owner in the same manner as they are issued.

**3.5. Job Order Value.** The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16.32.1.

#### **4. JOB ORDER DOCUMENTS**

**4.1. Specification and Drawings.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

**4.1.1.** Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

**4.1.2.** Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

**4.2. Shop Drawings.** Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

**4.2.1.** The proposed fabrication and assembly of structural elements and,

**4.2.2.** The installation (i.e., form, fit and attachment details) of materials or equipment.

**4.2.3.** The construction and detailing of elements of the Work.

**4.3. Shop Drawing Coordination.** Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below.

**4.4. Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the

variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

**4.5. Shop Drawing Omissions.** Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

**4.6. Owner Furnished Drawings.** Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

**4.7. Shop Drawing Submittal.** Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

**4.8. Use of Job Order Documents.** All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

## **5. MATERIAL AND WORKMANSHIP**

**5.1. Suitability of Material and Equipment.** All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

**5.2. Owner Approval.** Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

**5.3. Testing of Materials.** Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

**5.4. Workmanship.** All work under the Contract shall be performed in a skillful and workmanlike manner.

## 6. SITE CONDITIONS

6.1. **Site Investigation.** Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- 6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- 6.1.2. The availability of labor, water, electric power, and roads;
- 6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- 6.1.4. The visible conformation and conditions of the ground; and
- 6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. **Surface and Subsurface Investigation.** Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. **Differing Site Conditions.** Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. **Owner Investigation.** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. **Written Notice of Differing Site Conditions.** No request by Job Order Contractor for an equitable adjustment to a Job Order under this § 6 shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. **Payment Adjustment.** No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## 7. JOB ORDER SCHEDULES

7.1. **Construction Schedule.** If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. **Failure to Submit Schedule.** Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with § 14.

7.3. **Progress Report.** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. **Emergency Work.** Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with § 10.

## 8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. **Job Order Contractor Inspection System.** Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. **Owner Inspections and Tests.** Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. **Job Order Contractor Responsibilities.** The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. **Job Order Contractor Performance.** Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

8.5. **Job Order Contractor Corrective Work.** Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. **Failure to Replace or Correct Work.** If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor;  
or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. **Owner Inspection before Acceptance.** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. **Owner Acceptance.** Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## 9. **INVOICING AND PAYMENT**

9.1. **Compensation.** As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. **Invoices.** Job Order Contractor shall submit invoices to the following address:

City of Peoria  
8401 W. Monroe St  
Peoria, AZ 85345

9.3. **Job Order Cost Proposal Structure.** For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (*Attachment C*) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner. Profit on subcontractors/subconsultants shall not exceed 5 percent.

9.4. **Progress Payments.** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. **Retention.** Not applicable.

9.6. **Owner's Property.** All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.6.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

9.7. Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.8. Unpaid Amounts. Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

## 10. CHANGES

10.1. Owner Changes. Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. Owner Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this § 10; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. Contract Adjustments. Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. Modification of the Job Order. If any change under this § 10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. Job Order Contractor Proposal. Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under § 10.1 above; or

10.5.2. The furnishing of a written notice under § 10.2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10.2 above.

10.6. **Final Payment Limitation.** No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. **Job Order Contractor Extension Justification.** Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

10.8. **Job Order Contractor Price Breakdown Structure.** Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

## 11. INSURANCE & BONDS

11.1. **Job Order Contractor Insurance.** Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. **WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. **EMPLOYER'S LIABILITY INSURANCE** with limits of liability not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee for Disease; and \$1,000,000 Policy Limit for Disease.

11.1.3. **COMMERCIAL GENERAL LIABILITY INSURANCE** including Products/Completed Operations and Contractual Liability with limits of liability not less than: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 Each Occurrence.

11.1.4. **AUTOMOBILE LIABILITY INSURANCE** covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: \$1,000,000 Each Person for Bodily Injury; \$1,000,000 Each Accident for Bodily Injury; and \$1,000,000 Each Occurrence for Property Damage.

11.2. **Owner as Additional Insured.** The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11.1 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. **Policy Endorsement.** All policies providing Job Order Contractor's insurance as required in § 11.1 above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16.2.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. **Limits of Liability.** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. **Certificate of Insurance.** Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. **Subcontractor Insurance.** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall

deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

**11.7. Bonds.** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Construction Work, (excluding design and pre-construction services) in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

**11.8. Notice to Proceed.** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

**11.8.1.** The start of construction in order to arrange for inspection.

**11.8.2.** Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

**11.8.3.** Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

**11.8.4.** Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

**11.8.5.** Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order Contractor may be legally liable. 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.

### **13. DISPUTES.**

**13.1. Party Cooperation.** The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**13.2. Field Level Resolution.** Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

13.3. **Job Order Contractor Performance.** The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

13.4. **Partnering.** If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. **Owner's Representative.** Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

City of Peoria, Materials Management  
Dan Zenko, Materials Manager  
9875 N. 85<sup>th</sup> Ave - 2<sup>nd</sup> Floor  
Peoria, AZ 85345  
(623) 773-7115

13.6. **Job Order Contractor's Representative.** Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

Achen-Gardner Construction, LLC  
Daniel J. Spitz, P.E.  
550 South 79<sup>th</sup> Street  
Chandler, AZ 85226  
(480) 403-9432

13.7. **Owner's Resolution.** Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise, furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this § 13 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

#### 14. TERMINATION AND DEFAULT

14.1. **Termination for Convenience.** Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. **Notice of Termination.** After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this § 14:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this § 14) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

14.2.4. As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14.2.3 above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

14.3. **Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. **Owner Payment.** Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14.4 above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14.4.1.1.1. above; and

14.4.1.1.3. A markup, including overhead and profit, on § 14.4.1.1.1. above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. **Destroyed, Lost, Stolen or Damaged Property.** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. **Amount Due Job Order Contractor.** In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted:

**14.6.1.** All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

**14.6.2.** Any claim which Owner has against Job Order Contractor under the Contract; and

**14.6.3.** The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner.

**14.7. Partial Termination.** If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

**14.8. Excess Payments.** If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

**14.9. Job Order Contractor Records.** Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

**14.10. Default.** If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days' written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

**14.11. Job Order Contractor's Right to Proceed.** Job Order Contractor's right to proceed shall not be terminated under this § 14, if:

**14.11.1.** The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

**14.11.2.** Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

**14.12. Owner's Right to Terminate.** The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

**14.13. Owner and Job Order Contractor Rights.** If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

**14.14. Liquidated Damages.** Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

**14.15. Immigration Act.** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

## **15. WARRANTY OF CONSTRUCTION**

**15.1. Applicable Warranties.** In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15.10, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished; or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

**15.2. Warranty Duration.** This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

**15.3. Job Order Contractor Corrective Work.** Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

**15.4. Job Order Contractor Restoration.** Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

**15.5. Owner Notification.** Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

**15.6. Failure to Correct Work.** If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

**15.7. Subcontractor and Supplier Warranties.** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

**15.8. Owner Remedy.** In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

**15.9. Owner Furnished Material or Design.** Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

15.10. **Pre-Existing Work.** Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. **Owner's Rights.** This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud.

16. **STANDARD TERMS AND CONDITIONS**

16.1. **Contract Order of Precedence.** In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. **Certification.** By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. **Bribes and Kick-Backs.** The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. **Applicable Law.** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended

(Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

16.4.2. This contract shall be governed by the Owner, City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

**16.5. Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

**16.6. Contract:** The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

**16.7. Contract Amendments:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

**16.8. Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

**16.9. Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

**16.10. Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

**16.11. No Delegation or Assignment:-** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

**16.12. Job Order Contractor/Supplier Contract:** The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

**16.12.1.** The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

**16.12.2.** The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

**16.12.3.** The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

**16.13. Rights and Remedies.** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

**16.14. Overcharges By Antitrust Violations.** The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

**16.15. Force Majeure.** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

**16.15.1.** The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

**16.15.2.** Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**16.16. Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**16.17. Right To Audit Records.** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City 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 made pursuant to Paragraph 16.4 above.

**16.18. Warranties.** Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

**16.19. Inspection.** All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

**16.20. Title and Risk of Loss.** The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

**16.21. No Replacement of Defective Tender.** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

**16.22. Shipment Under Reservation Prohibited.** Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

**16.23. Liens.** All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

**16.24. Licenses.** shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

**16.25. Patents and Copyrights.** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

**16.26. Cost of Bid/Proposal Preparation.** The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**16.27. Public Records.** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

**16.28. Advertising.** Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

**16.29. Delivery Orders.** The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

**16.30. Funding.** Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

**16.31. Federal Funding.** It is the responsibility of the Contractor to determine on any single job order project if federal wage rates will apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

**16.31.1 Davis-Bacon Act - (40 U.S.C. §276a-276a-5).** All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the \$2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

**16.32. A.R.S. Title 34 Provisions.**

**16.32.1.** The maximum dollar amount of an individual job order shall be Three Million Dollars (\$3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

**16.32.2.** If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

**16.32.2.1.** The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

16.32.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.32.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.32.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

**16.33 Prohibited Lobbying Activities.** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

**16.34 Prohibited Political Contributions.** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

**16.35 ARRA Sec. 1605. Use of American Iron, Steel, and Manufactured Goods.** (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that— applying subsection (a) would be inconsistent with the public interest;

- iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

- This section shall be applied in a manner consistent with United States obligations under international agreements.

**16.36 ARRA Sec. 1606. Davis-Bacon Act.** Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

**16.37 Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606).** All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

**16.38. Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605):**

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be

and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**16.39. Whistleblower Protections Under The ARRA:**

- (a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).
- (b) The Contractor shall require that this provision be included in all subcontracts.

**16.40. Reporting Requirements under the ARRA:**

(a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.

(b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov):

- (1) The City of Peoria contract and order number, as applicable.
- (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
- (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
  - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
  - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**16.41. Central Contractor Registration Required:**

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

**16.42 Contract Work Hours and Safety Standards Act — Overtime Compensation.**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security

number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**16.43 Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

**ATTACHMENTS**

- Attachment A**      **JOC General Scope of Services**
- Attachment B**      **SIQ & Contractor's Response**
- Attachment C**      **JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)**
- Attachment D**      **Contractor's Contacts (Contact List & Authorized Signature Form)**

**ATTACHMENT A**  
**JOC General Scope of Services**

**1.0 GENERAL INFORMATION**

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various Wet Utility Pipeline Projects on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to owner)".

**2.0 DOCUMENTS**

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

**3.0 WORK AUTHORIZATION**

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.3.

**4.0 SCHEDULING OF WORK**

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or

purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

## 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

## 6.0 DESIGN

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to § 6.1, and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

## 7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may be imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

## 8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

## 9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

## 10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the "*Maricopa County Health Department Air Pollution Control Regulations*," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

#### 11.0 ELECTRICITY

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

#### 12.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

**ATTACHMENT B**  
**SIQ & Contractor's Response**  
**(See Attached)**



**STATEMENT OF INTEREST AND  
QUALIFICATIONS**

Solicitation Number: P14-0062

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6580  
Phone: (623) 773-7115  
Fax: (823) 773-7118

**REQUEST FOR  
STATEMENT OF INTEREST & QUALIFICATIONS**

**JOB ORDER CONTRACTING**  
for

**WET UTILITY PIPELINE PROJECTS**

**P14-0062**

**Due Date: April 2, 2014, 5:00 PM Arizona Time**

City of Peoria  
Materials Management Division  
Contact: Lisa Houg  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345  
(623) 773-7115





## STATEMENT OF INTEREST AND QUALIFICATIONS

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9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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Phone: (623) 773-7115  
Fax: (623) 773-7118

### SECTION 1 - INTRODUCTION

#### 1.1 Introduction

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various wet utility pipeline projects, utilizing the Job Order Contracting (JOC) project delivery method. Interested contractors will have the opportunity to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including design and preconstruction services, permitting and regulatory requirements, and as-builts/close-out documents.

It is the intent of the City of Peoria to select three (3) Contractors for the award of a JOC. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual job orders.

#### 1.2 Cooperative Purchasing

While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an Intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.

#### 1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2014 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2014 budget is available to fund various projects utilizing the awarded JOC contract.

Estimated cumulative values for individual projects total \$2,000,000 to \$3,000,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



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### 1.4 Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the various wet utility pipeline projects.

## SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

### 2.1 Description

This JOC is for a broad range of maintenance, repair, rehabilitation and new construction on public right of way and real utility property in the City of Peoria. For projects determined by the City to be appropriate for this JOC, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual job order agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

Interested contractors must have experience in the following areas:

**Professional Services:** The contracting of professional design services from licensed Arizona professionals. When the professional services are not provided by the Owner, the Contractor will act as Design Builder and as such may be required to possess Professional Liability Insurance. The single project limit of \$3,000,000 shall be inclusive of professional services fees when acquired under this JOC.

**Preconstruction Services:** The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

**Permit Management:** The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

**Construction:** The physical construction of the improvements, through competitive subcontractor bidding and/or self performance as dictated by the unique needs of each individual project. Where federal grants are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act. Unless otherwise agreed upon all project pricing shall be cost based with a guaranteed maximum price (GMP) and, all project finances shall be "open book" with all project savings returned to the Owner.

**Project Close-Out:** The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-builts, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation, City, County, State, or Federal agency special close-out requirements, and maintenance personnel training.

### 2.2 Scope of Work

- A. The scope of work will include work tasks as requested and described below on wet utility pipeline construction projects including water, wastewater, reclaimed water and storm drainage. The work is required to support the City of Peoria Capital Improvement Program (CIP).
- B. Other related work such as public involvement, utility relocation, traffic control, road repair, etc. as more



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fully described below may also be required.

- C. Design services and/or post design services may be requested for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City. All as-builts required to be completed as part of the post design services shall be in accordance with Chapter 7 of the City of Peoria Infrastructure Design Guidelines.
- D. The following work activities may be included in individual projects. Not all activities will be included in all projects. Subcontractors and consultants may be used to accomplish some tasks.
- 1) Public Involvement – prepare and distribute public notices, attend public meetings, maintain a construction hotline.
  - 2) Permitting – obtain all necessary permits required to complete the project, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD approval to construct, approval of construction, etc.
  - 3) Installation of new water, reclaimed water, wastewater and storm drainage pipelines including all related work.
  - 4) Rehabilitation of water, reclaimed water, wastewater and storm drainage pipelines and appurtenances including all related work.
  - 5) Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
  - 6) Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
  - 7) Installation of landscaping to restore areas damaged by construction.
  - 8) Utility locating (potholing) underground utilities and obstructions.

### 2.3 Sample Project

The following is a sample scope of work for a typical project that may be done under this JOC. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach this type of project if awarded the contract. This is a sample project, please do not contact the local business owners or residents in the area.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85<sup>th</sup> Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line, fittings, valves and services, meter boxes, pavement and landscaping restoration.

The Contractor will be required to provide a project scope plan and schedule showing the process to be followed through the right-of-way acquisition, design, estimating, permitting, construction and close-out phases of the project.

## SECTION 3 – EVALUATION CRITERIA

### 3.1 Job Order Contractor Selection

The Job Order Contractors will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs.

### 3.2 Evaluation Process



# STATEMENT OF INTEREST AND QUALIFICATIONS

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The City expects to award three (3) Job Order Contracts to the best valued contractors based on the evaluation requirements outlined in this solicitation. The contractors selected will be the contractors whose qualification is responsive, responsible, and the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested in providing services must address the points as outlined herein.

### 3.3 Key Personnel

The City expects the interested firms to identify per Attachment A, within their organizations, individual(s) assigned to specific key roles to provide the associated functions throughout the life of the contract.

- Project Manager
- Project Leader
- Project Superintendent
- Project Estimator

### 3.4 Criteria and Weights

The City will evaluate contractors based on the overall value of each qualification. Evaluation criteria will be weighted according to the following categories:

Category	Weight
Responsiveness & References	Pass/Fail
Relevant Project Experience	15%
Project Assessment (PA) Plan:	
Scope Plan	15%
Risk Assessment / Value Added	10%
Project Schedule	6%
Subcontractor Selection Plan	5%
Interview	50%

#### 3.4.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of any attachments. The following conditions/criteria must be met in order to be considered responsive:

- The Contractor will complete and provide all information in Attachment A (Proposal Form & References)
- The Contractor will complete and provide all information in Attachment B (Relevant Experience)
- The Contractor will complete and provide all information in Attachment C (Project Assessment Plan)
- The Contractor will complete and provide all information in Attachment D (Project Schedule and Subcontractor Selection Plan)

#### 3.4.2 Attachment A - Proposal Form & References (Pass/Fail)

- The Contractor will complete Attachment A providing all the information requested:
  - 1-page Proposal Form – project team, bonding capacity, etc.
  - 1-page References – list five (5) references.



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### 3.4.3 Attachment B - Relevant Project Experience (Weighted at 15%)

- The Contractor will complete Attachment B providing all the information requested:
  - The Relevant Project Experience section must be 5-pages (1-page for each relevant project).
  - The Relevant Project Experience section must NOT contain any names or information that can be used to identify the Contractor and must be projects completed within the last five (5) years.
  - The Contractor must use the template as provided in Attachment B. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
  - The Relevant Project Experience must not contain projects where the City of Peoria was a client.
  - Any Relevant Project Experience provided that does not comply with the above requirements may be marked as unresponsive and eliminated from the evaluation process.

### 3.4.4 Attachment C – Project Assessment Plan; Scope Plan (Weighted at 15%) & Risk Assessment / Value Added (Weighted at 10%)

- The Contractor will complete Attachment C providing all the information requested:
  - The PA Plan must be 4 pages or less (2-pages for Scope Plan and 2 pages for risk assessment and value added items).
  - The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
  - The Contractor must use the template as provided in Attachment C. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
  - Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

### 3.4.5 Attachment D - Project Schedule (Weighted at 5%) & Subcontractor Selection Plan (Weighted at 5%)

- The Contractor will complete Attachment D providing all the information requested:
  - Project Duration Schedule - Provide a 1 page Gantt style schedule for the sample project that conveys major milestones, including City approval processes, and final submittal to the City.
  - Subcontractor Selection Plan - Provide a detailed 1 page subcontractor selection plan that uses qualification and price in the selection criteria. The contractor should describe how they will pre-qualify and select their subcontractor as required per ARS 34-603.
  - The Project Duration Schedule and Subcontractor Selection Plan must NOT contain any names or information that can be used to identify the Contractor.

### 3.4.6 Interviews (Weighted at 50%)

- The City will shortlist contractors based on the criteria outlined in this section.
- The City may interview all of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.



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- *Important Note:* All proposed team members must be available for interview on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the contractor's competitiveness.

### SECTION 4 – SELECTION PROCESS

#### 4.1 Interview and Selection Process

Contractors will be ranked and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each submittal. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 4 to 6 contractors based on the scores from the Relevant Project Experience, Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors may be performed by the City.

For this project the Final List will consist of the top 4 to 6 scoring contractors (based on Relevant Project Experience, PA Plan scores, Schedule, Subcontractor Selection Plan, Interview scores, Pass/Fail References, and Pass/Fail Responsiveness).

#### 4.2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors.

The top selected contractor(s) on the final list will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

If the City is satisfied with the potential best-value contractor(s), they will proceed to issue an award. If the City is not satisfied with the negotiations, the City may consider breaking off negotiations and selecting the next contractor on the final list for potential award.

### SECTION 5 – POST AWARD ACTIVITIES

#### 5.1 Weekly Reporting System

Once a Notice to Proceed has been issued, the awarded Contractor will be required to submit weekly reports documenting progress, risks and schedule updates on the project. The weekly reports are due every Friday, until the project is closed out or project has been accepted and final payment is received. For projects with a duration of less than 6 months, the weekly report will be at the discretion of the City's project manager.

#### 5.2 Post Project Evaluation

For contracts that span over multiple years, the City will perform annual project evaluations prior to contract renewal. The City will evaluate the overall performance of the project team (including, but not limited to: overall quality, on-time completion, change orders, compliance to budget, no complaints, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used in consideration of award of future City of Peoria projects.

### SECTION 6 – CRITICAL DATES

#### 6.1 Pre-Submittal Conference



## STATEMENT OF INTEREST AND QUALIFICATIONS

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A pre-submittal conference will be held on **March 24, 2014 at 2:00 p.m. Arizona Time**. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85<sup>th</sup> Avenue, Peoria AZ, 85345.

Staff may not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.

### 6.2 Critical Dates:

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed necessary by the City.

March 24, 2014	Pre-Submittal Conference
April 2, 2014	Submittals Due
April 16, 2014	Notification of Interviews
April 24, 2014	Interviews (shortlisted contractors only)
April 30, 2014	Best-Value Contractor Notification

## SECTION 7 – SOQ SUBMITTAL FORMAT

### 7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed SOQs will be considered.
- The SOQ must be received by the date listed in Section 7.2.
- Use the following SOQ submittal format/checklist to avert:
  - Attachment A: Proposal Form & References – One (1) original must be submitted.
    - 2-pages max (1-page Proposal Form & 1-page References).
  - Attachment B: Relevant Project Experience – One (1) original and five (5) copies.
    - 5-pages max (1-page per project listed).
  - Attachment C: Project Assessment Plan – One (1) original and five (5) copies.
    - 4-pages max (2-page scope plan, 2-page risk assessment/value added).
  - Attachment D: One (1) original and five (5) copies.
    - 2-pages max (1-page Project Schedule and 1-page Subcontractor Selection Plan).
  - Collate & Staple the originals together in order of Attachments A thru D.
  - Collate & Staple the copies together in order of Attachments B thru D.

### 7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received by **5:00 p.m. (AZ time) on April 2, 2014**.
- Contact Information



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Attention: Lisa Houg, Contract Officer  
SOQ #: P14-0062 – JOC for Wet Utility Pipeline Projects  
City of Peoria Materials Management,  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

### 7.3 Disqualification

Please be advised that failure to comply with the following criteria may be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachment A)

### SECTION 8 – GENERAL INFORMATION

#### 8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing: [Lisa.Houg@PeoriaAZ.Gov](mailto:Lisa.Houg@PeoriaAZ.Gov)
- Inquiries within 48 hours preceding the due date & time will not be addressed.

#### 8.2 General Information

- **Instructions:** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- **Contact:** Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and may be grounds for disqualification.
- **Costs:** The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- **Material:** All materials submitted in response to this solicitation will become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- **Compliance:** The selected contractor will be required to comply with the Legal Arizona Workers Act.
- **Federal Funds:** The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.

#### 8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at
- <http://www.peoriaaz.gov/NewSecondary.aspx?id=63287>. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321. Procurement Code Protests; Informal and Formal.



## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> under the "DOWNLOADS" box on the right side of the web page.

### 8.4 Attachments (All must be completed and returned to be considered responsive)

Attachment A: Proposal Form & References  
Attachment B: Relevant Project Experience  
Attachment C: Project Assessment Plan (Scope Plan & Risk Assessment/Value Added)  
Attachment D: Project Schedule and Subcontractor Selection Plan

### 8.5 Appendices

Appendix 1: Scoring and Ranking Submittals Information

*Templates for Attachments A, B, C, and D can be accessed on the City's FTP website.*

#### **FTP Site Access Directions:**

*Using your Web Browser, enter the following address:*

<https://cityftps.peoriaaz.gov>

*You will be prompted for a User ID and Password.*

*User ID: ftpsolicitation*

*Password: AEC91&lv*

*(password is case sensitive)*

*You should then see the available folder. The folder name for this project is P14-0062 - JOC for Wet Utility Pipeline Projects.*

*You can copy or download the files contained in this folder to your computer or server. Download speed will depend on the internet connection speeds on both sides.*

*If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.*



# STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

## ATTACHMENT A PROPOSAL FORM

**Project Team:**

Name of Job Order Contractor (Firm): Achen-Gardner Construction, LLC

Name of Project Manager (Individual): Dan Broderick

Name of Project Leader (Individual): Brian Froelich

Name of Project Superintendent (Individual): Mike Gewecke

Name of Project Estimator (Individual): Andy Mortensen

**Bonding:**

Individual project bonding capacity: \$75,000,000

Total bonding capacity: \$200,000,000

Amount of bonded contracts currently in process: \$53,602,000

The Relevant Project Experience, Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members.

**Achen-Gardner Construction, LLC**

Name of Company

**Daniel J. Spitza, P.E.**

Printed Name and Title of Contractor Representative

Signature of Contractor Representative

550 South 79<sup>th</sup> Street  
Address

Chandler, AZ  
City, State

85226  
Zip Code

480-403-9432  
Phone

480-940-4576  
Fax

April 2, 2014  
Date

dspitza@achen.com  
Email Address

Arizona: ROC261745 A, ROC261746 B-1, ROC261747 B-04  
Contractor License Number



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT A REFERENCES

1. The references you provide shall be for the projects listed in Attachment B. The Project Description to be listed in Attachment B. The Contracting Officer will contact the references for additional information and clarification, if necessary. If the reference cannot be contacted, there will be no credit given for that reference and your firm may be eliminated from the selection process. Do not exceed 1-page (you may delete these instructions).

1. Client Name: City of Glendale  
Project Name: Sewer & Manhole Rehabilitation – Phases 1 & 2  
Contact Name: Craig Johnson  
Phone: W: 623-930-3630 / C: 602-679-7237  
E-mail address: cajohnson@glendaleaz.com
  
2. Client Name: City of Scottsdale  
Project Name: Citywide Water Resources Infrastructure JOC – JO#18: Site 71 Well  
Contact Name: Jon Hughes  
Phone: 602-531-2473  
E-mail address: jhughes@scottsdaleaz.gov
  
3. Client Name: City of Glendale  
Project Name: Waterline Replacements – Phase 2  
Contact Name: Craig Johnson  
Phone: W: 623-930-3630 / C: 602-679-7237  
E-mail address: cajohnson@glendaleaz.com
  
4. Client Name: City of Phoenix  
Project Name: Small Diameter SS Rehab JOC – JO# 30: PVC Lined Concrete SS Rehab  
Contact Name: Earon Shepard  
Phone: 602-495-5660  
E-mail address: Earon.shepard@phoenix.gov
  
5. Client Name: Pima County  
Project Name: Wastewater Conveyance JOC – JO#113040  
Contact Name: Michelle Dodroe  
Phone: 520-724-3447  
E-mail address: Michelle.dodroe@pima.gov



**STATEMENT OF INTEREST AND QUALIFICATIONS**

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Solicitation Number: P14-0062

**ATTACHMENT B  
RELEVANT PROJECT EXPERIENCE**

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

1. Project Type: Sanitary Sewer and Manhole Rehabilitation

Description of Work: \_\_\_\_\_

This Sewer & Manhole Rehabilitation project was delivered as Construction Manager at Risk (CMAR) project. It consisted in the replacement, rehabilitation, removal, modification, and/or abandonment of various sanitary sewer lines, manholes, and structures. The work took place at 22 different locations throughout the City and included the rehabilitation of 9,472 lf of PVC, RCP, DIP, and VCP. Ultra Violet Light Cured (UV) CIPP was one of the methods chosen to rehabilitate 6813 LF of existing 8" to 15" pipe. A 440 LF segment of 27" pipe under a ADOT highway was slip lined to avoid excavation across the roadway. 2,259 LF of pipe was removed and replaced in place nine locations; sizes ranged from 8" to 48". The project included 22 new manholes and the rehabilitation of 33 others. Job scopes contained lateral reinstatements, top hat lateral seals, bypass pumping, pre/post videos, pipe cleaning, landscape repairs, and traffic control. Work sites were not only located in the contracting agency's jurisdiction but also in adjacent public jurisdictions including ADOT. As CMAR, our firm was responsible for associated agency coordination and permitting as well as public and stakeholder communications, design through construction. We were also responsible for performing utility designations during design and utility company coordination during construction, including BNSF Railroad.

Delivery Method: Construction Manager at Risk

Original Contract Amount: \$3.5 million

Final Contract Amount: \$3.4 million

Date Completed: September 2011



# STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

## ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

2. Project Type: Water Line Construction

Description of Work: \_\_\_\_\_

This project is a single Job Order that was completed under an ongoing Job Order Contract (JOC). It required the installation of approximately 452 LF of 24-inch Ductile Iron Water Main within major arterial streets for future discharge and suction lines associated with new well site being developed adjacent to the major arterial. Installations included a 24-inch low pressure wet tap on an existing 60-inch concrete water main with installation of 24-inch gate valve for the future suction/blend line into the new site. Cut-in of a new 24-inch butterfly valve and tee on the existing 24-inch ductile iron transmission main and installation of a 24-inch butterfly valve with vault and bypass assemblies were completed in separate locations. Work was accelerated and completed during the annual draw down period on the existing 60-inch and prior to the public agency's upcoming street improvements planned for the same location.

Delivery Method: Job Order Contract

Original Contract Amount: \$815,539

Final Contract Amount: \$734,000

Date Completed: January 2014



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not ongoing or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

3. Project Type: Water Line Construction
- Description of Work: \_\_\_\_\_  
Delivered as a CMAR this project replaced 17,000 LF of existing water main with new 12" DIP waterline throughout a densely congested downtown urban area residential area. The work included the testing and chlorination of the new line and the cutting over of many business and residential services while maintaining the old line. This required our team's participation in the constructability and associated budget evaluation of multiple alternate alignments during the design phase. This was accomplished by our firm taking ownership of utility designation during design and leveraging this knowledge to execute the phased coordination during construction. As CMAR, our firm was responsible for public and stakeholder communications design through construction. This included public transit and multiple public schools adjacent to work zone.
- Delivery Method: Construction Manager at Risk
- Original Contract Amount: \$6.5 million
- Final Contract Amount: \$6.5 million
- Date Completed: April 2009



**STATEMENT OF INTEREST AND QUALIFICATIONS**

Solicitation Number: **P14-0062**

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**ATTACHMENT B  
RELEVANT PROJECT EXPERIENCE (CONTINUED)**

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

4. Project Type: Sanitary Sewer Rehabilitation

Description of Work:

This project is a single Job Order that was completed under an ongoing Job Order Contract (JOC). It included the rehabilitation of 5,790 LF of 36" diameter PVC lined concrete sanitary sewer pipe and 12 manhole structures, located on regionally significant major arterial street. The project required our firm to meter the existing sewer flows, complete flow modeling in the associated service area, and assess the existing infrastructure to adequately design a flow management (or bypass) system. Work included design and installation of a pumping system to divert sewage flows of 7,050 GPM (10.15 MGD), dewatering of sewer pipe, sewer pipe and structure cleaning, remote CCTV inspections, repair to defects in the existing PVC lining including welding of 575 new Ameron P-1 joints over existing joints, repair to interior of existing manholes and junction structures with an epoxy coating system, traffic control, and quality control testing. Due to the projects location and scope of work, extensive coordination was required with property owners, home owners associations, local businesses, Maricopa County Flood Control District, Street Transportation Department, and the general public.

Delivery Method: Job Order Contract

Original Contract Amount: \$1,776,688

Final Contract Amount: \$1,758,595

Date Completed: June 2012



**STATEMENT OF INTEREST AND QUALIFICATIONS**

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**ATTACHMENT B  
RELEVANT PROJECT EXPERIENCE (CONTINUED)**

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not ongoing or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

5. Project Type: Sanitary Sewer Rehabilitation and Reconstruction

Description of Work:

This project is a single Job Order that was completed under an ongoing Job Order Contract (JOC). The project included the following work at five different locations: 180 LF of 8" VCP pipe replacement (180 LF) with PVC and CIPP Rehabilitation of 1148 LF of 8-12 inch VCP. Work included 7 each lateral reinstatements, flow management system consisting of 4" pumps and piping, landscape repair, traffic control, public communication and notices, and pre and post videos of all rehab and reconstruction work.

Delivery Method: Job Order Contract

Original Contract Amount: \$199,140

Final Contract Amount: \$186,001

Date Completed: October 2013



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

#### SECTION 1 – SCOPE PLAN (Page 1 of 2)

**Job Order Contractor's (JOC) Understanding of Project Scope and Objectives:** The City has contacted our JOC firm and asked that we design and construct the replacement of an existing waterline and existing sewer within the 85<sup>th</sup> Avenue corridor (Mountain View Road to Peoria Avenue). The general scope of work as detailed on the City's utility 1/4-section maps include:

- **Waterline (WL):** 1300 LF of 12" (Mountain View Road to Monroe Street), 1300 LF of 6" (Monroe Street to Peoria Ave.). Scope includes 5 EA fire hydrants, 1 EA water service, and 14 EA connection points to existing distribution piping.
- **Sanitary Sewer (SS):** 1300 LF of 8" SS. Includes 8 EA manholes, 7 EA lateral in-flow connections, 2 EA out-flow connections.

**JOC's Design Phase Services Approach:** We would propose the following steps to designing and constructing the project.

**Designer Selection:** We propose to use a qualifications based process to select a designer for the project (see Attachment D.)

**Project Scoping:** We would then hold a scoping meeting with the City to confirm scope, identify primary points of contact, define communications protocols, and define critical project goals. Based on the City furnished maps, site inspection of the project area, and review of existing utility mapping we have identified the following project specific goals: ensure safety to public and construction team, minimize project cost, minimize impacts to traffic and area stakeholders, maximize speed of delivery, and maximize quality and value to the City.

**Optimize Design:** Balancing associated subjective and objective goals is critical to optimizing the project's design. We would use the following approaches to refine and define the project plans and details:

- **Evaluate Location of Existing Utilities** – We will request all area private and public utilities furnish us existing utility as-builts and use the information to compile an existing utility map. We have identified City of Peoria (COP) water, sewer, and storm drain, APS Overhead (OH) Power, SRP Irrigation, Cox, Fiber, CenturyLink, and Southwest Gas facilities in the project area. We would call a utility coordination meeting to discuss location of associated facilities and identify any possible alignment options and/or conflicts. Critical areas would be Blue Staked and a site walk would be scheduled to review with impacted utilities.
- **Survey and Mapping** – Based on results of preliminary utility review, we would complete appropriate design survey.
- **Confirm Pipe Condition** – Review City's assessment report and complete additional investigations as necessary.
- **Evaluate Alternate Design Details** – We have identified the following options.
  - > **WL:** Rem/Repl same alignment, Replace in new alignment, Pipe Bursting, Directional Drilling, and Slip Lining.
  - > **SS:** Rem/Repl same alignment, Replace in new alignment, Pipe Bursting, and CIPP Rehabilitation.(Note: Removing and replacing or rehabilitating the existing lines in place minimizes the risk associated with avoiding or relocating existing utilities and can reduce construction duration and stakeholder impacts.)
- **Public Communication** – Assessing needs of stakeholders in the corridor and work area is critical to developing a constructable plan that maximizes expectations. We would contact homeowner associations and businesses one-on-one to identify any property specific access or service needs. Based on that data collection we would schedule a design phase public meeting to update stakeholders of the City and JOC's plans.
- **Value and Phasing/Schedule Analysis** – Each of the previous Alternate Design approaches have varied constructability, cost, stakeholder, and schedule impacts that will need to be evaluated. We would develop a comprehensive Cost Model, Schedule of Values (SOV), and Schedule to evaluate these alternates at the conceptual level.
- **Geotechnical and Utility Investigations** – Based on this analysis, we will proceed with the design and complete necessary geotechnical investigations and utility potholing and designation.
- **Design Reviews and Permitting** – We understand the City's plan review process and the possible need for MCESD review of any new construction. These include: SWPPP – NOI and NOT, Maricopa County Air Quality Department Dust Control Permit, COP Traffic Control Permits, COP Haul Route Permit, and the following COP Engineering Permits: Water, Sewer, Traffic Signing and Striping, Concrete, and Paving. We will include all associated logic in our CPM schedule and track necessary deliverables and approvals to stay on schedule.
- **Track Design Evolution** – This comprehensive SOV and baseline schedule would then be used to document design evolution and ultimately finalize a JO Agreement for construction services that uses itemized unit prices to administer construction.



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

### SECTION 1 – SCOPE PLAN (Page 2 of 2)

#### JOC's Construction Phase Service General Management Approach:

**Pre-Construction and Construction Meetings:** We will kick off construction with a pre-construction coordination meeting focused on confirming points of contact (including any newly added specialty subcontractors), communications protocols, technical submittal submission/review schedule, and schedule and quality expectations. Our project manager will manage these meetings and document all Action Items/Required-by-Whom/Required-by-When. This will be the framework used to manage daily and weekly progress.

**Project Sequence / CPM & 3-Week Schedules:** CPM schedules will be updated monthly and 3-Week detailed schedules updated weekly. The CPM will outline the final team developed sequencing. Based on our initial review balancing speed of delivery against stakeholder inconvenience, we have include a relative conservative schedule to complete the project in two phases:

**Phase #1 – Monroe to Peoria (SS & WL) and Phase #2 – Mountain View to Monroe (WL)**

**Submittals/Deliverables:** We will have all submittals reviewed by our construction and design team prior to submission to expedite final approvals. QA/QC testing requirements and periodic test reporting will be incorporated.

#### JOC's Ph #1 (SS & WL Monroe St. - Peoria Ave.) Construction Approach: We will (Refer to Attachment D, Schedule):

**SS Work Sequence/Phasing:** Pipe crew will start replacing the 8" sanitary sewer at Monroe Street and construct north to Peoria Ave. The crews will remove and replace the pipe in the same alignment, and tie-back into the existing pipe at the end of each shift (eliminating the need for by-pass pumping and monitoring during off work hours). Once the crews complete a section from manhole to manhole, with the by-pass still in place, we will perform required testing. If construction is to extend into Peoria Ave., that tie-in can be made at night.

**WL Work Sequence/Phasing:** Regarding the waterline replacement, after completion of the sewer replacement in this phase, we will start by installing temporary water lines from side streets to the existing fire hydrants if required. Valves can be shut down, which will isolate the line on 85<sup>th</sup> Ave. between Monroe and Peoria. In order to keep water circulating at the side streets, where there are valves tying into 85<sup>th</sup> Ave., we would install blow-offs. After installation of the waterline, we will chlorinate and test the lines prior to opening the valves on the side streets and at Monroe and Peoria.

**Traffic Control:** Traffic Control will consist of 1 lane each direction, between Peoria Ave. and Monroe St., during non-working hours, and have 1 lane with flaggers during work hours. Closures at side streets, with detours, will be required as crews work through those intersections. This will be for both sanitary sewer and waterline replacement.

**Sewer Flow Management:** By-pass pumping will be located on west side of right-of-way. The by-pass setup will consist of 4" pumps with above ground piping. This areas being by-passed will shift from manhole to manhole as crews work north on 85<sup>th</sup> Ave. By-pass piping ramps will be setup as needed across side streets. The short laterals on the side streets can be plugged during working hours, and flow maintained by vacuum trucks.

#### JOC's Ph #2 (WL Mountain View Rd. - Monroe St.) Construction Approach: We will (Refer to Attachment D, Schedule):

**WL Work Sequence/Phasing:** We will start by installing a temporary water line from Monroe Street to the existing service just south of Monroe Street on the east side of 85<sup>th</sup> Avenue, and to the fire hydrant if required. Valves can be shut down, which will isolate the line on 85<sup>th</sup> Avenue between Monroe Street and Mountain View Road. In order to keep water circulating at the side streets, where there are valves tying into 85<sup>th</sup> Avenue, we would install blow-offs. After installation of the waterline, we will chlorinate and test the lines prior to opening the valves on the side streets and at Monroe and Mountain View.

**Traffic Control:** Traffic Control will consist of 1 lane each direction, between Mountain View Road and Monroe Street, during non-working hours, and have 1 lane with flaggers during work hours. Closures at side streets, with detours, will be required as crews work through those intersections.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

**SECTION 2 - RISK ASSESSMENT (Page 1 of 2)**

<b>Risk 1:</b>	<b>Delays and/or increased cost and project duration due to utility relocations. We will:</b>
	<ul style="list-style-type: none"> <li>• Request utility as-builts and incorporate into preliminary design.</li> <li>• Perform early coordination meetings/site visits/inspections with utility company representatives.</li> <li>• Self-perform comprehensive utility designation and pothole investigation.</li> <li>• Adjust design to minimize relocations (e.g. vertical/horizontal alignment and grades).</li> <li>• Evaluate alternative trenchless technologies to minimize excavations and need for utility support and relocations (e.g. SS: CIPP or Pipe Bursting / WL: Slip Lining, Pipe Burst, or Directional drill)</li> </ul>
<b>Solution:</b>	<ul style="list-style-type: none"> <li>• Avoid temporary OH relocations and relocate to permanent location; preferably in a joint trench.</li> </ul>
<b>Risk 2:</b>	<b>Restrictions and inconveniences to local and regional traffic through the corridor. We will:</b>
	<ul style="list-style-type: none"> <li>• Phase construction longitudinally to accommodate moving hard-closure in work zone and accommodating soft closure access.</li> <li>• Utilize single lane traffic during work ours (flagging traffic through work zone) and opening two lanes of traffic (i.e. NB and SB) after hours.</li> <li>• Sequence construction to single heading in corridor.</li> <li>• Complete critical tie-in work on weekends at major cross streets (i.e. Peoria Ave., Monroe St., and Mountain View Rd.). These East/West corridors shall remain open during longitudinal work.</li> <li>• Proactively communicate with area residents during design and through construction using public meeting(s), door hangers, weekly informational e-mail blasts, and weekly Q&amp;A meetings.</li> </ul>
<b>Solution:</b>	
<b>Risk 3:</b>	<b>Disrupting Sewer Service for Existing Businesses and Residents During the Replacement Process: We will:</b>
	<ul style="list-style-type: none"> <li>• Maintain service by use of vacor truck during work hours minimizing by-pass system disruption.</li> <li>• Tie-back in to the sewer each night (Note: As long as sewer stays in the current alignment.)</li> <li>• If the new line is to be shifted or at tie-ins to existing system, then 24 hour by-pass pumping will be designed and installed as necessary to maintain service. This system will avoid pedestrian routes and be depressed at cross streets and other traffic crossings.</li> <li>• Establish odor control measures as an allowance and co-manage to address issues.</li> </ul>
<b>Solution:</b>	<ul style="list-style-type: none"> <li>• Communicate work schedule and possible short disruptions (i.e. 24 and 48 hour notices.)</li> </ul>
<b>Risk 4:</b>	<b>Disrupting Water Service for Existing Businesses, Residents, and Fire Hydrants: We will:</b>
	<ul style="list-style-type: none"> <li>• The waterline can be isolated for replacement between Mountain View and Monroe Street, and then between Monroe Street to Peoria Avenue and effected residents and businesses back-fed from system on Monroe St., 83<sup>rd</sup> Ave., and 87<sup>th</sup> Ave.</li> <li>• The existing service to the City complex and fire hydrant, south of Monroe St., would be maintained with installing a temporary waterline from Monroe Street.</li> <li>• The existing fire hydrants, north of Monroe Street, would be maintained by installing temporary waterlines off of the side streets, if necessary.</li> </ul>
<b>Solution:</b>	
<b>Risk 5:</b>	<b>Ensuring Public Confidence and Avoiding Complaints: We will:</b>
	<ul style="list-style-type: none"> <li>• Contact critical stakeholders such as public schools and coordinate bus routes.</li> <li>• Connect with Councilman Rivero (Acacia District) to keep him informed as to schedule progress.</li> <li>• Establish a project website, use e-mail blasts, and use hotline and weekly Q&amp;A meetings to inform stakeholders and provide opportunity to interact with project team as necessary during construction.</li> </ul>
<b>Solution:</b>	



## STATEMENT OF INTEREST AND QUALIFICATIONS

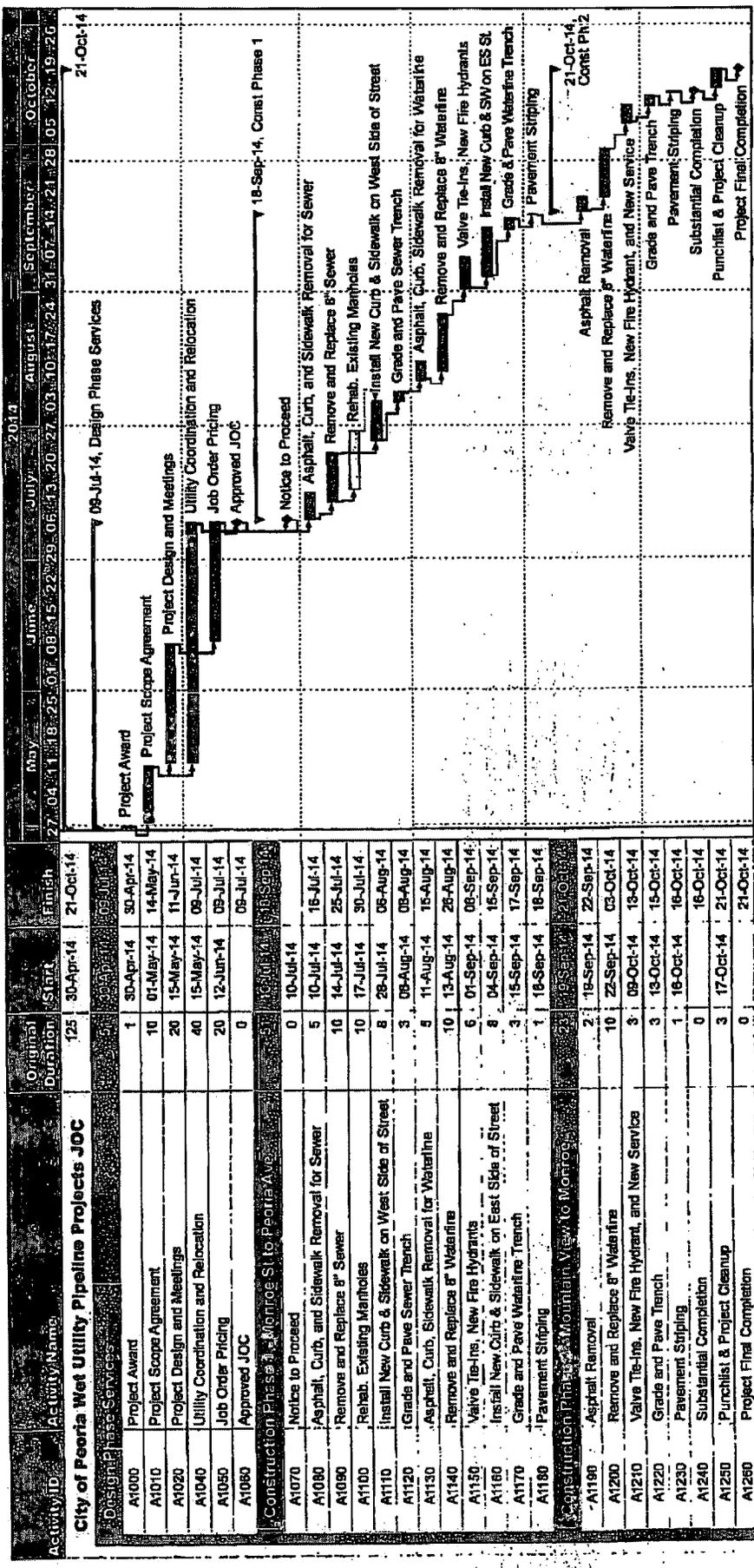
Solicitation Number: P14-0062

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### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

**SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2):**

<b>Item 1:</b>	Line the Existing Sewer with CIPP Liner - This will reduce the cost to the project associated with pavement/concrete removal and replacement, trench excavation and backfill, and sewer manhole replacement. Project schedule duration and impacts to the traveling public along 85 <sup>th</sup> will be reduced.			
<b>Impact:</b>	Cost (\$)	Asphalt R/R= \$15K GCs= \$20K Conc C&G SW R/R= \$52K CIPP vs. R/R= TBD	Schedule (Days)	21 Cal. Days
<b>Item 2:</b>	Utilize Trenchless Technologies Such as Directional Drilling of the New Waterline, Pipe Bursting of Existing Waterline, or Sliplining of Existing Waterline - This will reduce the trench excavation and backfill, asphalt and concrete removal and replacement. Water service shutdowns and associated inconvenience will be minimized. Project schedule duration and impacts to the traveling public along 85 <sup>th</sup> will be reduced. If existing pipe is ACP, reduce costly special waste disposal fees.			
<b>Impact:</b>	Cost (\$)	Asphalt R/R= \$24K GCs= \$15K Conc C&G SW R/R= \$42K	Schedule (Days)	14 Cal. Days
<b>Item 3:</b>	Analyze Alternative SS Pipe Materials Such as HDPE and Welded PVC - The evaluation of the different pipe available, for water and sewer, will ensure the City is getting the best value and system life for this project.			
<b>Impact:</b>	Cost (\$)	Pipe = TBD	Schedule (Days)	Days = TBD
<b>Item 4:</b>	Constructing the New Water and Sewer Lines at the Existing Alignment and Elevations - Constructing the water and sewer lines in the same alignment and elevation will reduce the utility conflicts and the need for utility relocation. It will minimize the cost of by-passing of the sewer line by being able to tie-into the existing sewer line at the end of each work day. It gives the option to use the existing sanitary manholes, and rehabilitate the manholes instead of removal and replacement cost of the manholes.			
<b>Impact:</b>	Cost (\$)	By-Pass= \$31K MHs= \$28K Utility Relocations= TBD GCs= \$20K Asphalt R/R= \$8K Abandon Exist Pipe= \$14K	Schedule (Days)	21 Cal. Days
<b>Item 5:</b>	Expedite construction using multiple construction headings and extended hours - This will minimize inconvenience and save general conditions costs.			
<b>Impact:</b>	Cost (\$)	GCs= \$30K	Schedule (Days)	30 Cal. Days
<b>Item 6:</b>	Allow Hard Closure of 85 <sup>th</sup> Ave. - Hard closure of these corridors vs. Attachment D Schedule (which assumes 85 <sup>th</sup> Ave. NB and SB traffic will be maintained 24/7 utilizing flaggers) mitigate traffic control costs and allows more efficient pipeline construction.			
<b>Impact:</b>	Cost (\$)	Traffic Barricades= \$2K Flaggers= \$12K GCs= \$15K Pipeline Efficiency= 10%	Schedule (Days)	14 Cal Days





## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P14-0062**

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### ATTACHMENT D SUBCONTRACTOR SELECTION PLAN

This project will require the technical support of a variety of specialized manufacturers and subcontractors to ensure that the most cost-effective design and construction solutions are ultimately achieved. Our firm has always used a form of qualifications-based review as part of our major specialty subcontractor and supplier selections. We will utilize the following selection plan as summarized in the following table and narrative:

Self-Perform	Removals, Wet Utility Piping (i.e. Water, Sanitary Sewer, Storm Drain), Grading/Paving, Concrete Flatwork, Concrete Structures, Bypass Pumping, UV-Cured CIPP Lining
Quals Only (Sub-Consultants and Subcontractors)	Design Engineer, Survey, QC/QA Testing, Masonry, Public Communication, COP Uniformed Officer, and SWPPP
Qualifications & Bid (Subcontractors)	Heat-Cured CIPP Lining, Directional Drilling, Pipe Bursting, Manholes, Manhole coatings, Traffic Control, Misc. Drainage Structure Rebar, Masonry, Misc. Electric/Street Lights/Signals/Dry-Utility Duct Work, Misc. Landscape and Landscape Irrigation, Signing/Striping
Qualifications & Bid (Major Material Suppliers)	Aggregates, Asphalt, Concrete, Pipe Materials, Trucking

**SELF PERFORMANCE:** The proposed self-performed scopes will allow us to control those items critical to schedule, quality, and safety. We estimate the self-performed scope of work will amount to 75-80% of the contract value. This approach will minimize spending on additional subcontractor-related fees and result in lower overall project costs. The value of self-performance is not limited to a reduction in direct costs; self-performance ensures a high quality product and increased budget and schedule control.

**QUALIFICATIONS ONLY:** Expedient incorporation of selected organizations into the project team where their knowledge and expertise can be leveraged to optimize EACH Job Order's (JO) delivery. We have identified several scopes that we propose to select based on qualifications, negotiate associated fees, and use these firms throughout the course of the Job Order Contract. This will provide critical continuity throughout the life of the contract.

**QUALIFICATIONS AND PRICE (OR BEST VALUE):**

- 1) **SOV:** Immediately after selection, we will meet with the City and JOC designer to review and define all potential scope requirements for the project, agree on a SOV, and evaluate when the various specialty subcontracted scopes and project materials will be solicited.
- 2) **List of Self-Performed and Specialty Subcontractors:** We will then prepare and submit for approval a list of proposed self-performed items, potential subcontractors and suppliers for each of the specialty scopes, and a request for any additional subcontractors the City may want to have included in the process.
- 3) **Solicitation of Interest:** We will proceed with a solicitation of interest from all the subcontractors (and suppliers). This will include a brief description of the scope of work and critical project dates (including: when bid documents will be made available, mandatory pre-bid and site visit date(s), bid date(s), and construction schedule requirements).
- 4) **Documented Process:** After we have developed our scope, we will use it to solicit proposals from interested bidders. This solicitation will involve the following best-value qualifications and price selection process:
  - **Qualifications Phase (Subcontractors):** Past project experience/performance, references, safety record, ability to insure, and ability to meet schedule requirements. These criteria will be evaluated "pass/fail" by the DB team. Approved subcontractors will participate in a final price-based selection.
  - **Qualifications Phase (Major Material Suppliers):** Pass/fail type review based on previous experience.
  - **Best Value Price Phase (Subcontractors and Major Material Suppliers):** This will require the competitive pricing of a defined scope of work. The process will include an opportunity for the bidders to propose value engineering alternatives.
  - **Post Bid Interviews:** Interviews will be scheduled as required to confirm scopes and evaluate any VE proposals.
- 5) **Best Value Selection -** The qualified bidder with the price and proposal that represents the best value to the City will be recommended for award and used to develop final JO Agreement(s).



# SOLICITATION AMENDMENT

Solicitation No: P14-0062  
 Description: JOC for Wet Utility Pipeline Projects  
 Amendment No: One (1)  
 Solicitation Due Date: April 2, 2014  
 Solicitation Due Time: 5:00 p.m.

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
 Peoria, Arizona 85345-6560  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Buyer: Lisa Houg

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Section 2.3, Sample Project, second paragraph is revised and replaced as indicated below.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85<sup>th</sup> Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line and sewer, fittings, valves and services, meter boxes, pavement and landscaping restoration.

In addition, the following has been added to the City's FTP site:

- Water and Sewer Quarter Section Maps for the Sample Project. *No other information about the sample project will be provided.*
- Pre-Submittal meeting Sign-In sheet.
- Pre-Submittal meeting Presentation.

*All other provisions of this Solicitation shall remain in their entirety.*

Vendor hereby acknowledges receipt and agreement with the amendment.

 04/02/14  
 Signature Date

Daniel J. Spitz, P.E. - Vice President

Typed Name and Title

Achen-Gardner Construction, LLC

Company Name

550 South 79th Street

Address

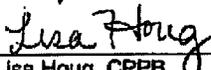
Chandler AZ 85226

City State Zip

The above referenced Solicitation Amendment is hereby Executed

March 25, 2014

at Peoria, Arizona

  
 Lisa Houg, CPPB  
 Contract Officer

**ATTACHMENT C**  
**JOC Cost Proposal Forms**  
**(Pricing Matrix & Project Cost Sheet)**  
**(See Attached)**

P14-0062B - JOC for Wet Utility Pipeline Projects  
 Company Name: Achen-Gardner Construction, LLC

Date: 5/15/2014  
 Rev: 02

JOC Pricing Matrix	\$1.00 to \$100K	\$100K to \$250K	\$250K to \$500K	\$500K to \$1M	\$1M to \$2M	\$2M to \$3M
Indirect Cost of the Work						
GC Overhead	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
GC Profit	10.00%	10.00%	8.00%	6.00%	6.00%	6.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	0.70%	0.70%	0.70%	0.70%	0.70%	0.65%
Insurance	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
<b>Total Indirect Cost %</b>	<b>30.47%</b>	<b>30.47%</b>	<b>28.47%</b>	<b>28.47%</b>	<b>26.47%</b>	<b>26.42%</b>

### Achen-Gardner Contract Labor rates

***Labor Code	Description	Burdened Rate	Unit
	Chief of Estimating	\$83.05	MH
	Senior Estimator	\$78.90	MH
	Project Leader	\$83.05	MH
L1110100	PROJECT MANAGER	\$76.90	MH
L1110200	PROJECT SUPERINTENDENT	\$76.90	MH
L1110300	PROJECT ENGINEER	\$59.30	MH
L1110500	SPECIALTY/ASST. SUPER.	\$66.34	MH
L2200100	FOREMAN GRADING	\$57.18	MH
L2200110	GRADE CHECKER	\$39.51	MH
L2200210	BLADE OPERATOR	\$51.87	MH
L2200220	SCRAPER/OFF HWY OPERATOR	\$39.51	MH
L4200100	FOREMAN ASPHALT PATCH	\$58.48	MH
L7100100	FOREMAN UNDERGROUND	\$57.29	MH
L7100110	LEAD PIPE LAYER	\$35.77	MH
L7100120	BACKUP PIPE LAYER	\$30.07	MH
L7100210	EXCAVATOR OPERATOR	\$44.24	MH
L7100220	PIPE OPERATOR 2	\$39.61	MH
L7100230	PIPE OPERATOR 3	\$41.14	MH
L9200100	CONC MASON FOREMAN	\$58.48	MH
L9200110	CONCRETE FINISHER	\$34.32	MH
L9200210	CURB MACHINE OPERATOR	\$40.82	MH
L9500100	CARPENTER FOREMAN	\$58.48	MH
L9500110	JOURNEYMAN CARPENTER	\$33.28	MH
L9800120	GENERAL OPERATOR	\$36.45	MH
L9800600	CDL OPERATOR	\$31.87	MH
L9800800	LUBE / FUEL CDL OPERATOR	\$38.88	MH
L9900110	SKILLED LABOR	\$31.81	MH
L9900120	GENERAL LABOR	\$29.25	MH

**Labor Rate Notes:**

**Project Leader** – We expect Dan Broderick to be primarily involved on global project oversight and individual JO development (i.e. Pre-Const/Design Phase Services).

**Project Manager** – Brian Froelich will be involved in both JO development and individual JO construction phase management.

**Company Vehicles** – These rates include mobile phone, other communication devices, and mobile computer equipment and exclude company vehicle equipment. Vehicles will be included in cost estimates and charged where appropriate.

## City of Peoria Job Order Cost Proposal

**CONTRACTOR NAME:** Achen-Gardner Construction, LLC

<p><b>Contract Type:</b> <u>Wet Utility Pipeline Projects</u></p> <p><b>Job Order No.:</b> <u>PI4-0062C</u></p> <p><b>City Project Mgr.:</b> _____</p> <p><b>Fee Type:</b> <u>Specify Lump Sum Fixed Price or GMP</u></p> <p><b>Location:</b> _____</p> <p><b>Job Title:</b> _____</p>	<p><b>City Project No.:</b> _____</p> <p><b>Contractor's Job No.:</b> _____</p> <p><b>Prepared by:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Revision:</b> _____</p>
--	--

**Description of Work to be Performed (supporting information attached):** \_\_\_\_\_

**SECTION A: LABOR (inclusive of burden)**

Position	Unit	Quantity	Labor Cost		Position
			Each	Total	Total
Project Manager	Hours	1.0	\$ -	\$ -	\$ -
Project Engineer	Hours	1.0	\$ -	\$ -	\$ -
Superintendent	Hours	1.0	\$ -	\$ -	\$ -
Foreman	Hours	1.0	\$ -	\$ -	\$ -
Specialty Operator	Hours	1.0	\$ -	\$ -	\$ -
Equipment Operator	Hours	1.0	\$ -	\$ -	\$ -
Skilled Tradesman (Journeyman)	Hours	1.0	\$ -	\$ -	\$ -
Skilled Worker (Apprentice)	Hours	1.0	\$ -	\$ -	\$ -
Semi Skilled Worker	Hours	1.0	\$ -	\$ -	\$ -
Laborer	Hours	1.0	\$ -	\$ -	\$ -
			<b>Total Labor Cost</b>		\$ -

**SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)**

Item	Unit	Quantity	Equipment		Item
			Each	Total	Total
Equip1	Hours	1.0	\$ -	\$ -	\$ -
Equip2	Hours	1.0	\$ -	\$ -	\$ -
Equip3	Hours	1.0	\$ -	\$ -	\$ -
Equip4	Hours	1.0	\$ -	\$ -	\$ -
Equip5	Hours	1.0	\$ -	\$ -	\$ -
Equip6	Hours	1.0	\$ -	\$ -	\$ -
Equip7	Hours	1.0	\$ -	\$ -	\$ -
Equip8	Hours	1.0	\$ -	\$ -	\$ -
Equip9	Hours	1.0	\$ -	\$ -	\$ -
Equip10	Hours	1.0	\$ -	\$ -	\$ -
			<b>Total Equipment Cost</b>		\$ -

**SECTION C: MATERIALS**

Item	Unit	Quantity	Material		Item
			Each	Total	Total
Materials1	Each	1.0	\$ -	\$ -	\$ -
Materials2	Box	1.0	\$ -	\$ -	\$ -
Materials3	Roll	1.0	\$ -	\$ -	\$ -
Materials4	Ton	1.0	\$ -	\$ -	\$ -
Materials5	Yard	1.0	\$ -	\$ -	\$ -
Materials6	Each	1.0	\$ -	\$ -	\$ -
Materials7	Each	1.0	\$ -	\$ -	\$ -
Materials8	Each	1.0	\$ -	\$ -	\$ -
Materials9	Each	1.0	\$ -	\$ -	\$ -
Materials10	Each	1.0	\$ -	\$ -	\$ -
			<b>Total Material Cost</b>		\$ -

## City of Peoria Job Order Cost Proposal

CONTRACTOR NAME:

**Achen-Gardner Construction, LLC**

Contract Type: Wet Utility Pipeline Projects  
 Job Order No. P14-0062C  
 City Project Mgr. \_\_\_\_\_  
 Fee Type: Specify Lump Sum Fixed Price or GMP  
 Location: \_\_\_\_\_  
 Job Title: \_\_\_\_\_

City Project No.: \_\_\_\_\_  
 Contractor's Job No.: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Revision: \_\_\_\_\_

**SECTION D: SUBCONTRACTORS & CONSULTANTS**

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Total Subcontractor Cost</b>		<b>\$0.00</b>

OVERHEAD: 0% (% to be taken from matrix)

PROFIT: 0% (% to be taken from matrix)

Subtotal General Contractor Costs (A+B+C): \$0.00  
 O&P (% of A+C): \$0.00  
 Total General Contractor Costs including O&P: \$0.00

Subtotal Subcontractor Costs (D)  
 Subcontractor Profit (5% of D) \$0.00  
 Total Subcontractor Costs including Profit: \$0.00

TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit): \$0.00  
 Insurance Costs @ 1.50% \$0.00  
 Bond Costs @ 0.70% to 0.66% \$0.00  
 Sales Tax (65% of 8.1%) \$0.00  
 Tax Exemption Credit \$0.00

Subtotal Job Cost: \$0.00

Contingencies \$0.00

**TOTAL JOB COST: \$0.00**

Submitted by:

\_\_\_\_\_  
 Name, Title

\_\_\_\_\_  
 Date

rev 5/19/2014 LH

**ATTACHMENT D**  
**Contractor's Contacts**  
**(Contact List & Authorized Signature Form)**  
**(See Attached)**

Contractor's  
Contacts  
(Contact List & Authorized Signature Form)

**AUTHORIZED SIGNATURES FORM**

Gentlemen:

WHEREAS, Achen-Gardner Construction, LLC, a(n) Limited Liability Company, located in (Name of State) Arizona, is required to execute certain documents which are necessary for the prompt and efficient execution of the company business:

The names of parties listed below are authorized to execute and sign on behalf of said company the following documents:

- 1. The Proposal
- 2. The Contract
- 3. The Bond
- 4. Payrolls
- 5. Claims
- 6. Change Orders
- 7. Application for Payment
- 8. Work Change Directives
- 9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract.

The powers and duties herein granted shall be and is hereby granted for the duration of the **CITY OF PEORIA, ARIZONA, JOB ORDER CONTRACT** for the construction of **ALL PROJECTS**, Project No. ALL PROJECTS, or until express notice of revocation has been duly given in writing, whichever is the lesser period

NAME	SIGNATURE	TITLE	DOCUMENTS
Dennis Troggio		President	1-9
John Walstrom		Vice President	1-9
Kevin Nunez		General Manager	1-9
Dan Spitza		Vice President	1-9
Brian Froelich		Project Manager	4-9
Dan Broderick		Director of Pipeline Rehab	4-9
Chris Dielt		Project Manager	4-9

I, Daniel J. Spitza of, Achen-Gardner Construction, LLC an Arizona LLC, do hereby certify that the above is a true and correct.

(Officer of LLC)

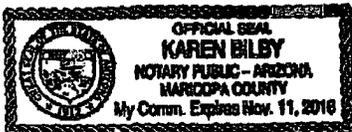
**Daniel J. Spitza / Vice President**

(Title)

State of ARIZONA

County of MARICOPA

This instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014, by Daniel J. Spitza  
 Print Name as signed above



Notary Public

11-11-16

Commission Expiration Date



**ACHEN-GARDNER CONSTRUCTION, LLC**  
**CONTACT LIST**  
For  
**CITY OF PEORIA, ARIZONA**

**John Broderick**  
Field Operations Manager  
Office: 480-940-1300  
Cell: 602-376-6924

**Dan Broderick**  
Director of Pipeline Rehab  
Office: 480-940-1300  
Cell: 602-376-9434

**Brian Froelich**  
Project Manager  
Office: 480-940-1300  
Cell: 602-376-0103

**Mike Gewecke**  
Superintendent  
Office: 480-940-1300  
Cell: 602-370-2003

**Cesar Martinez**  
Safety Manager  
Office: 480-940-1300  
Cell: 602-376-1031

**Dan Spitz**  
Vice President  
Office: 480-940-1300  
Cell: 602-397-3658

**ACHEN-GARDNER CONSTRUCTION, LLC | [www.achen.com](http://www.achen.com)**  
550 South 79th Street | Chandler, AZ 85226 | P: 480.940.1300 | P: 800.590.5548 | F: 480.940.4676

ARIZONA | COLORADO | NEW MEXICO | UTAH  
AZ: ROC261746 A-, ROC261746 B-01, ROC261747 B-04 CO: 20101257887 NM: #365027 UT: ROC7650801-5501



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2  
DATE (MM/DD/YYYY)  
05/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Willis of Arizona, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
		PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Phoenix Insurance Co.	25623-001
		INSURER B: Charter Oak Fire Insurance Co.	25615-001
		INSURER C: Travelers Casualty and Surety Company	19038-001
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 21565952      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		DTC06C321481PHL13	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		DTB106C321481COF13	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	DTAUB6C32148113	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)  
 Re: AGC #3365100  
 Achen-Gardner Construction, LLC, City of Peoria and Owner are included as Additional Insureds as respects to General Liability and Auto Liability as required by written contract.  
 General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract.

CITY OF PEORIA 9875 N 85th Avenue, 2nd Floor Peoria, AZ 85345	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Greg Hen</i>

AGENCY CUSTOMER ID: 22014207

LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Arizona, Inc.		NAMED INSURED Achen-Gardner Construction, LLC 550 South 79th Street Chandler, AZ 85226	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE  
Waiver of Subrogation applies in favor of Owner with respects to General Liability as required by  
written contract.

Carrier: Phoenix Insurance Co.  
Policy Number: DTCO6C321481PHX13  
Policy Period: 12/31/2013 To 12/31/2014

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, show drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**COMMERCIAL GENERAL LIABILITY**

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable. The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

Any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. –  
**DEFINITIONS:**

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS XTEND ENDORSEMENT** ✓

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot ✓
- B. Damage To Premises Rented To You ✓
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice ✓
- E. Who Is An Insured - Newly Acquired Or Formed Organizations ✓
- F. Who Is An Insured - Broadened Named Insured - Unnamed Subsidiaries ✓
- G. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises ✓
- H. Blanket Additional Insured - Lessors Of Leased Equipment ✓
- I. Blanket Additional Insured - States Or Political Subdivisions - Permits ✓
- J. Knowledge And Notice Of Occurrence Or Offense ✓
- K. Unintentional Omission ✓
- L. Blanket Waiver Of Subrogation ✓
- M. Amended Bodily Injury Definition ✓
- N. Contractual Liability - Railroads ✓

**PROVISIONS**

**A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY

**INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III - LIMITS OF INSURANCE.



**COMMERCIAL GENERAL LIABILITY**

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties in The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

**K. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

POLICY NUMBER: DT-CO-6C921481-PHX-13

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 01-10-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## DESIGNATED PROJECT(S) ✓ GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Project(s):

"PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

#### Designated Project General Aggregate(s):

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project"; and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C. regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

**COMMERCIAL GENERAL LIABILITY**

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:**
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under Coverage B; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:**
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.**



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 01**

**POLICY NUMBER: DTAUB6C32148113**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.**

**DATE OF ISSUE: 01-19-12**

**ST ASSIGN:**



POLICY NUMBER: DT-CO-6C321 481-PHX-13

ISSUE DATE: 01-10-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** Number of Days Notice: 60  
**WHEN WE DO NOT RENEW (Nonrenewal):** Number of days Notice: 60

**PROVISIONS:**

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of *When We Do Not Renew (Nonrenewal)*, as provided in the **CONDITIONS** Section of this insurance, or as amended by any applicable state *When We Do Not Renew (Nonrenewal)* endorsement applicable to this insurance, is increased to the number of days shown in the **SCHEDULE** above.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Achen-Gardner Engineering, LLC**

**EXHIBIT B**  
Award and Rate Sheet

P14-0062B - JOC for Wet Utility Pipeline Projects

Company Name: Achen-Gardner Construction, LLC

Date: 5/15/2014

Rev: 02

JOC Pricing Matrix	\$1.00 to \$100K	\$100K to \$250K	\$250K to \$500K	\$500K to \$1M	\$1M to \$2M	\$2M to \$3M
Indirect Cost of the Work						
GC Overhead	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
GC Profit	10.00%	10.00%	8.00%	8.00%	8.00%	8.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	0.70%	0.70%	0.70%	0.70%	0.70%	0.85%
Insurance	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	30.47%	30.47%	28.47%	28.47%	26.47%	26.42%

**Achen-Gardner Contract Labor rates**

***Labor Code	Description	Burdened Rate	Unit
	Chief of Estimating	\$83.05	MH
	Senior Estimator	\$78.90	MH
	Project Leader	\$83.05	MH
L1110100	PROJECT MANAGER	\$76.90	MH
L1110200	PROJECT SUPERINTENDENT	\$76.90	MH
L1110300	PROJECT ENGINEER	\$59.30	MH
L1110500	SPECIALTY/ASST. SUPER.	\$66.34	MH
L2200100	FOREMAN GRADING	\$57.18	MH
L2200110	GRADE CHECKER	\$39.51	MH
L2200210	BLADE OPERATOR	\$51.87	MH
L2200220	SCRAPER/OFF HWY OPERATOR	\$39.51	MH
L4200100	FOREMAN ASPHALT PATCH	\$58.48	MH
L7100100	FOREMAN UNDERGROUND	\$57.29	MH
L7100110	LEAD PIPE LAYER	\$35.77	MH
L7100120	BACKUP PIPE LAYER	\$30.07	MH
L7100210	EXCAVATOR OPERATOR	\$44.24	MH
L7100220	PIPE OPERATOR 2	\$39.61	MH
L7100230	PIPE OPERATOR 3	\$41.14	MH
L9200100	CONC MASON FOREMAN	\$58.48	MH
L9200110	CONCRETE FINISHER	\$34.32	MH
L9200210	CURB MACHINE OPERATOR	\$40.82	MH
L9500100	CARPENTER FOREMAN	\$58.48	MH
L9500110	JOURNEYMAN CARPENTER	\$33.28	MH
L9800120	GENERAL OPERATOR	\$36.45	MH
L9800600	CDL OPERATOR	\$31.87	MH
L9800800	LUBE / FUEL CDL OPERATOR	\$38.88	MH
L9900110	SKILLED LABOR	\$31.81	MH
L9900120	GENERAL LABOR	\$29.25	MH

**Labor Rate Notes:**

**Project Leader** – We expect Dan Broderick to be primarily involved on global project oversight and individual JO development (i.e. Pre-Const/Design Phase Services).

**Project Manager** – Brian Froelich will be involved in both JO development and individual JO construction phase management.

**Company Vehicles** – These rates include mobile phone, other communication devices, and mobile computer equipment and exclude company vehicle equipment. Vehicles will be included in cost estimates and charged where appropriate.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Achen-Gardner Engineering, LLC**

**EXHIBIT C  
Scope of Work**

**PROJECT**

The Arrowhead Effluent Reuse Distribution System pipeline (AERDS) conveys reclaimed water from the City's Arrowhead Ranch Wastewater Reclamation Facility to various irrigation facilities and lakes within the Arrowhead Ranch development. The project will construct a new 36-inch isolation valve and a 6-inch bypass/drain valve on the AERDS pipeline within a new precast concrete vault. These new facilities will increase maintenance efficiency by allowing the AERDS pipeline to be isolated for maintenance activities and will allow reclaimed water to be more efficiently directed to the city's Oasis Recharge Facility.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
Achen-Gardner Engineering, LLC**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Time and Materials

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$            annually or \$465,425.65 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**