City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No:	P12-0008
Job Description:	Water Related Pipeline Projects

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Lisa Houg, CPPB
Phone: (623) 773-7115

OFFER

Contractor's License Number: ROC159057-Class A, ROC201530-Class KB-1, ROC179704-Class B-4

Quest Civil Constructors, Inc.	HBirch
Job Order Contractor Name	Authorized Signature for Offer
1903 W. Parkside Lane, Ste. 100	Howard Leigh Birch III
Address	Printed Name
Phoenix, AZ 85027	President
City State Zip Code	Title
623-581-9700 / 623-581-9710	hlb@qvsw.com
Telephone/Facisimile	Email

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For 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: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona
Eff. Date: 1-12-12
Approved as to form: Cheryl Bos for
Stephen M. Kemp, City Attorney

CC

ACON 00212
Contract Number

Awarded on January 11, 2012

Dan Zenko
Dan Zenko, Materials Management Supervisor

City Seal

Official File

09/01/10

A CON 00212

JOB ORDER CONTRACT

P12-0008

Water Related Pipeline Projects

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT

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JOB ORDER CONTRACTING

CONTRACT

THIS CONTRACT is entered into by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Quest Civil Constructors, Inc. (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 the Attachments which are incorporated herein and made a part hereof.

1.7. Punch List Preparation. A minimum of 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.

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 the Attachments 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*** (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. Self-Performance By The Job-Order-Contractor. The JOC shall be allowed to bid as a subcontractor for work over $50,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner.

3.2.3. 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.

3.2.3.1. 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.

3.2.3.2. 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.

3.2.3.3. 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.

3.2.4. 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.

3.2.4.1. 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.

3.2.5. 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.

3.2.6. 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.

3.2.7. <u>Traffic Regulations</u>. 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.

3.2.4.1 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.

3.2.4.2 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.

3.2.4.3 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.

3.2.4.4. 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.

3.2.4.5 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.

3.2.4.6 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.

3.2.4.7 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.

3.2.4.8 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.

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

3.2.4.10 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.

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

3.2.4.12 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.

3.2.4.13 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.

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

3.2.4.15 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.

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

3.2.9. 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.

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

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

3.2.9.3. 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.

3.2.9.4. 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 it's 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.

3.2.10. 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.

3.2.11. 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.

3.2.11.1. **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.

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

3.2.11.3. **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.

3.2.11.4. **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.

3.2.11.5. **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.

3.2.11.6. **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.

3.2.11.7. **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.

3.2.11.8. **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.

3.2.11.9. **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***.

3.2.11.10. **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.

3.2.11.11. **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.

3.2.12. 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.

3.2.13. 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.

3.2.14. 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. **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.

9.4. **Retention.** Not applicable.

9.5. **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:

9.5.1. 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

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

9.6. **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.

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

9.7.1. Completion and acceptance of the Work;

9.7.2. Presentation of a properly executed invoice;

9.7.3. 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

9.7.4. 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 Work, 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. <u>Party Cooperation</u>. 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. <u>Field Level Resolution</u>. 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 Management Supervisor
9875 N. 85th Ave – 2nd Floor
Peoria, AZ 85345

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)

Howard Leigh Birch III, President
Quest Civil Constructors, Inc.
1903 W. Parkside Lane, Ste. 100
Phoenix, AZ 85027

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. <u>Final Termination Settlement Proposal</u>. 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. <u>Owner Payment</u>. 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 is 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 is 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 job order project if federal wage rates 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 <u>ARRA Sec. 1606. Davis-Bacon Act</u>. 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 <u>Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606).</u> All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the 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, whetherin 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:

(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.<u>Central Contractor Registration Required:</u>

(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 <u>Contract Work Hours and Safety Standards Act -- Overtime Compensation.</u>

(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	Scope of Services
Attachment B	Statement of Interest & Qualifications
Attachment C	Proposal Response
Attachment D	JOC Proposal Forms
Attachment E	Contractor Labor Rates
Attachment F	Authorized Signature Form
Attachment G	Contractor Contact List

ATTACHMENT A
SCOPE OF SERVICES

1.0 GENERAL INFORMATION

This is a fixed price, indefinite quantity type Contract for the performance of a broad range of construction work 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.

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 repriced 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 *§ 4.8*.

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 1.7, 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

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

Job Order Contractor's duties under the 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, with reimbursement included as part of the Job Order Contractor's proposal.

7.0 TEMPORARY SANITATION FACILITIES

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.

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.

8.0 DUST CONTROL AND WATER

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.

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.

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.

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.

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.

9.0 ELECTRICITY

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.

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.

10.0 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.

Quest

	STATEMENT OF INTEREST AND QUALIFICATIONS	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P12-0008**	

REQUEST FOR STATEMENT OF INTEREST & QUALIFICATIONS

JOB ORDER CONTRACTING

for

WATER RELATED PIPELINE PROJECTS

P12-0008

Due Date: October 3, 2011, 5:00 PM Arizona Time

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

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P12-0008**

Materials Management
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9875 N. 85th Ave., 2nd Fl.
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SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced Contractors to provide services as described below for various projects utilizing Job Order Contracting (JOC) project delivery. The contract period will be for a minimum of one (1) year with a maximum of four (4) one-year extensions. It is the City's intent to enter into a cost plus fee structure. Do not include pricing information with the Statement of Qualifications.

It is the intent of the City of Peoria to select two (2) contractors for the award of a Job Order Contract.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation 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 resultant 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 any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful 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.

1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year of 2012 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at (http://citynet/budget/budget.asp). The approved 2012 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value for all projects in the first year totals between $2,000,000 to $3,000,000. 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.

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

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City's tolerance of financial risk will be the guiding principles behind the various water related pipeline projects.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description:

This Job Order Contract is issued to assist the City of Peoria with general construction services, together with architectural and engineering services as necessary, related to major and minor water, wastewater, reclaimed water and storm drainage pipeline construction projects. Interested contractors will have the ability 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 all permitting and compliance with regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will issue a Job order, at which time the parties will execute an individual Job Order specifying the cost and completion schedule for that project. Although the City anticipates that JOC 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 delivery 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.

2.2 Scope of Work

A. The City of Peoria maintains a network of water, reclaimed water, wastewater and storm drainage pipelines. These pipelines include pipe, valves, manholes, catch basins and other related equipment and structures owned by the City. This Job Order Contract (JOC) will be focused on the rehabilitation, repair and new construction of such work within the public right of way.

B. Other related work such as public involvement, utility relocation, traffic control, road repair, etc. as more fully described below will be required.

C. Design services or post design services may be required for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City and included in the job order. Any 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. The successful contractors shall have experience, knowledge, and ability to accomplish the following tasks.
   1) Design Services – Design services may be required for some work assignments. The contractor shall use Arizona registered professional engineers to prepare and seal construction documents.
   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

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plans, MCESD approval to construct, approval of construction, etc.

3) Maintaining traffic control according to the approved traffic control plans.
4) Installation of new water, reclaimed water, wastewater and storm drainage pipelines including all related work.
5) Rehabilitation of water, reclaimed water, wastewater and storm drainage pipelines including all related work.
6) Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
7) Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
8) Restoration of landscaping to restore areas damaged by construction.
9) Utility Locating (potholing) underground utilities and obstructions.
10) Provide all pipeline testing required.

2.3 Example Project

The following is an example scope of work for a typical project that may be done under this JOC contract. This example is provided for contractors to use in filling out the Project Assessment Plan so the City can see how your firm would approach a project if awarded the contract. <u>This project is only an example project, so please do not contact the local business owners in the area</u>.

The example project identified by the City is the construction of a new 12" reclaimed water line on 85th Avenue from Mountain View Road to Peoria Avenue.

The example 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 showing the process to be followed through the right-of-way acquisition, design, permitting, and construction and close-out phases.

2.4 Additional Project Information

For any project determined by the City to be appropriate for this Job Order Contract, 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. Although the City anticipates that JOC 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 will have the ability 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 all permitting and regulatory requirements.

<u>SECTION 3 – EVALUATION CRITERIA</u>

3.1 General Information

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The JOC contractor(s) will be selected through a qualifications based selection process. The City expects to award the project to the best valued contractor(s) based on the requirements in this solicitation. The contractor selected for qualification will be the contractor 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 submit a Statement of Qualifications (SOQ) that addresses the points as outlined.

3.2 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	Pass/Fail
References	Pass/Fail
Project Assessment Plan:	
Scope Plan	25%
Risk Assessment / Value Added	25%
Project Schedule / Subcontractor Selection Plan	5%
Interview	45%

3.2.1 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)**
- The Contractor will complete and provide all information in **Attachment B (Reference List)**
- 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 Plan)**

3.2.2 References (Pass/Fail)

The Contractor will submit 3 references as outlined in **Attachment B**.

3.2.3 Project Assessment Plan (Weighted at 50%)

- The Contractor will submit a Project Assessment Plan as outlined in **Attachment C.**
- The PA Plan must be 4 pages or less (2-pages for Scope Plan (25%), and 2 pages maximum for risk assessment and value added (25%) items).
- The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.

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- 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.

3.2.4 Project Schedule & Subcontractor Selection Plan (Weighted at 5%)

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

3.2.5 Interviews (Weighted at 45%)

- The City will shortlist contractors based on the criteria 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 only be allowed in the interview during the 15-minute presentation and 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.
- *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 prioritized and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each Project Assessment Plan. 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 3 to 5 contractors based on the scores from the Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors will be performed by the City.

For this project the Final List will consist of the top 3 scoring contractors (based on PA Plan scores, Interview scores, Pass/Fail Reference, and Pass/Fail Responsiveness).

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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 risks 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, no cost 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 towards future City of Peoria projects.

SECTION 6 – CRITICAL DATES

6.1 Pre-Submittal Conference

A pre-submittal conference will be held on **Tuesday, September 20th at 9:00 a.m.** Arizona Time. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85th 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 by the City.

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September 20, 2011	Pre-Submittal Conference
October 3, 2011	Submittals Due
October 17, 2011	Notification of Interviews
November 3, 2011	Interviews (shortlisted contractors only)
November 9, 2011	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

1. Attachment A: Proposal Form – One (1) original must be submitted.
2. Attachment B: Reference Form – One (1) original must be submitted.
3. Attachment C: Project Assessment Plan – Six (6) copies of the completed 2-page scope plan, 2-page project assessment and value added plan must be submitted.
4. Attachment D: Project Schedule and Subcontractor Selection Plan – Six (6) copies of the 1 page project schedule and six (6) copies of the 1 page subcontractor selection plan must be submitted.

7.2 Submittal Contact and Date

- Contact Information
  Attention: **Lisa Houg, Contract Officer**
  SOQ #: **P12-0008, Water Related Pipeline Projects**
  City of Peoria Materials Management
  9875 N. 85th Avenue, 2nd Floor
  Peoria, AZ 85345

- SOQs must be received **by 5:00 p.m**. (AZ time) on **October 3, 2011.**

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 Attachments A & B)

SECTION 8 – GENERAL INFORMATION

8.1 Questions

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- All questions regarding this SOQ must be submitted in writing by emailing:

  Lisa Houg, Contract Officer at 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 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/content2.aspx?ID=2071
- The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321. Procurement Code Protests; Informal and Formal.
- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at http://www.peoriaaz.gov/content2.aspx?ID=2141 under the "Learn more About" 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
Attachment B: Reference List
Attachment C: Project Assessment Plan (Scope Plan & Risk/Value Added Plan)
Attachment D: Project Schedule and Subcontractor Selection Plan

8.5 Appendices

Appendix 1: Scoring and Ranking Submittals

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The JOC Contract template (for review only) and all 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:

ftp://cityftp.peoriaaz.gov/solicitation

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: AEC91&!v

(password is case sensitive)

You should then see the available file. The file name for this project is P12-0008 – Water Related Pipeline Projects. You can copy or download 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.

8

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P12-0008**

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ATTACHMENT A
PROPOSAL FORM

One original Proposal Form must be completed and sent to the City of Peoria. Please staple this to the original Reference form (Attachment B), Project Assessment Plan (Attachment C) and Project Schedule and Subcontractor Selection Plan (Attachment D).

Project Team

Name of Job Order Contractor (Contractor): Quest Civil Constructors, Inc.
Name of Project Manager (Individual): Nick Mason
Name of Project Superintendent (Individual): Dale Smith
Name of Estimator (Individual): Eddie Hawley

Bonding

Individual project bonding capacity: $80,000,000
Total bonding capacity: $100,000,000
Amount of bonded contracts currently in process: $17,000,000

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

Quest Civil Constructors, Inc.
Name of Company

Howard Leigh Birch III
Printed Name and Title of Contractor Representative

HBirch
Signature of Contractor Representative

1903 W Parkside Lane, Ste 100 — Address
Phoenix, Arizona — City, State
85027 — Zip Code

(623) 581-9700 — Phone
(623) 581-9710 — Fax
October 3, 2011 — Date

hlb@qvsw.com
Email

ROC159057-Class A, ROC201530-Class KB-1, ROC179704-Class B-4
Contractor License Number

STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT B
REFERENCE LIST

Please list a minimum of three (3) owner references from similar completed projects within the past three (3) years whom the Materials Management Division may contact:

1. Company: City of Peoria
   Contact: Daniel Kiel Phone: (623) 773-7982
   Address: 8401 West Monroe Street, Peoria, AZ 85345
   Description of Work: Pinnacle Peak 16" Water Line – Phase 3 Job Order: Installation of 4,809 lf of 16" ductile iron pipe water line, fire hydrants and pavement removal and replacement.
   Annual Value: Job Order Value: $1,382,000
   Date Completed: January 2010

2. Company: City of Phoenix
   Contact: Patty Kennedy, P.E. Phone: (602) 262-7518
   Address: 200 West Washington Street, Phoenix, AZ 85003
   Description of Work: Pioneer Road Water Main Job Order: Installation of 970 lf of 16" and 2,650 lf of 16" water line, jack and bore of a 36" steel casing pipe under Interstate Highway I-17, pavement restoration, rock trenching, water meter vaults and piping, cactus relocation and traffic control.
   Annual Value: Job Order Value: $1,017,000
   Date Completed March 2011

3. Company: City of Scottsdale
   Contact: Alison Tymkiw, P.E. Phone: (480) 312-3481
   Address: 7447 East Indian School Road, Scottsdale, AZ 85251
   Description of Work: Water Meter Replacements Job Order: Replacement of six large diameter water meters including ACP removal, meter vault replacement, insertion valve installation and restoration.
   Annual Value: Job Order Value: $376,000
   Date Completed October 2010

STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT C

PROJECT ASSESSMENT PLAN

SECTION 1 – SCOPE PLAN (Page 1 of 2)

INTRODUCTION

In the past six years our Team has constructed, repaired or rehabilitated over 50 water, wastewater, reclaimed water and storm drainage pipeline projects ranging in value from $8,500 to $2,060,000 utilizing the Job Order Contracting delivery method. We have a comprehensive understanding of the Job Order Contract process and a history of completing Job Orders on schedule and under budget. Our Project Assessment Plan for the 85th Avenue Reclaimed Water Line illustrates our knowledge of the Job Order Contract process.

GUARANTEED MAXIMUM PRICE (GMP) DEVELOPMENT

- Lead Project Kickoff Meeting:
  - Review Scope / Project Goals / Budget
- Select Design Engineer – Key Considerations:
  - Knowledgeable of City Requirements
  - Job Order Contract Experience
  - Reclaimed Water Line Experience
  - Ability to Meet Schedule
  - Input from City Staff
- Generate Initial GMP:
  - Incorporate Design and Construction Costs – Expedites City Approval Process and Reduces Schedule
  - Create Detailed Cost Model – Outlining Project Scope, Including Assumptions and Clarifications
  - Develop Project Schedule – Illustrates Durations for Every Major Task, Including Procurement
  - Review Cost Saving Opportunities
    - Depth Requirements, Backfill Materials, Back Hauling, Trench Patch, Traffic Control
  - Address Project Risks – Business / City, Complex / Resident Access and Unknown Utilities
  - Determine Job Order Allowance / Contingency Requirements
  - Identify Subcontractors / Suppliers – Pipe, Bedding, Asphalt, Pavement Markings, Micro-Seal, Traffic Control
    - Draft Invitations to Quote
    - Obtain Subcontractor / Supplier Quotations
- Job Order Execution:
  - Obtain Bonds and Insurance
  - Receive Notice to Proceed from City

RIGHT-OF-WAY (ROW) ACQUISTION

- Coordinate Meeting with the City and Design Engineer to Initiate Acquisition Process
- Perform Topographic Survey
- Parcel Review
- Public Notifications
- Zoning Hearings
- County Recording

DESIGN PHASE

- Design Phase Scope:
  - Field Survey – Topographic and Control Surveys (Completed with ROW Acquisition Survey)
  - Data Research and Base Map Preparation:
    - Review City As-Built Construction Plans
    - Review City Quarter Section Maps
  - Utility Coordination:
    - Contact Utility Owners
    - Send Plans to Review
    - Conduct Blue Stake
    - Locate Utilities
    - Pothole Utilities
  - Geotechnical Investigation – Determine Actual Soil Conditions During Utility Investigations.
  - Value Engineering / Cost Benefit Analysis:
    - Alternate Pipe Materials
    - Bedding
    - Backfill
    - Pavement Thickness
  - Construction Documents – Include Cover Sheet, Notes Sheet, Detail Sheet, Plan, Profile Drawings
    - Progress Submittals – 30% Schematic Design, 90% Submittal, 100% Construction Documents
- Preconstruction Planning:
  - Develop Specific Construction Activity Plans:
    - 85th Avenue and Peoria Avenue Business Impacts – Wagoner Plaza
    - City Complex (City Hall, DCSB, Council Chambers, Library)
    - Resident Access
    - School Access
    - Traffic Control – Involve City ROW Inspector
    - Safety – Job Hazard Analysis
    - Quality – Utilize Quality Control Plan

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ATTACHMENT C

PROJECT ASSESSMENT PLAN

SECTION 1 – SCOPE PLAN (Page 2 of 2)

DESIGN PHASE, *continued*

- Public Information
  - Conduct Public Open House / Meeting at Least Thirty Days Prior to Construction
  - Notify Businesses in Person at Least Thirty Days Prior to Start of Construction
  - Distribute Flyers / Door Hangers to Residents
  - Assist in Education of Reclaimed Water Usage / Purple Connection Program
- Work Hours
  - Analyze Possible Night and Weekend Work Hours Required for 85th Avenue and Peoria Intersection Construction
  - Analyze Ideal Times to Restrict City Complex Access off 85th Avenue

PERMITTING

- Provide Leadership and Assume Risk for Securing Project Permits Including:
  - Maricopa County Approval to Construct
  - City Engineering Permit
  - City ROW Permit
  - Maricopa County Earthmoving Permit
  - NPDES (SWPPP) Permit
  - Maricopa County Approval of Construction

CONSTRUCTION PHASE

- Lead Preconstruction Meeting Addressing the Following Topics:
  - 24 Hour Emergency Contact Information
  - Safety
  - Traffic Management
  - Staging Plan
  - Submittals / Request For Information
  - Quality Control Testing
  - Construction Schedule Overall
  - Construction Schedule 3 Week
  - Inspection
- Project Coordination and Scheduling – The Three C's Communication, Collaboration and Cooperation
  - Three Week Schedule, Updated Weekly
  - Daily Activity Work Plans
  - Daily Team Briefs
- Quality Control Testing – Coordinated in Advance to Avoid Delays in Construction
- City Inspector Coordination - Continuous Communication with City Inspectors to Assure Complete Satisfaction
- Construction Sequence:
  - Complete Waterline heading North from Mountain View Road to Peoria Avenue
  - Test Reclaimed Waterline in Two Segments:
    - Mountain View Road to Monroe Street
    - Monroe Street to Peoria Avenue
  - Restoration – Restore Work Area as we Progress North, Reducing Disruption to the Public and City Facilities

CLOSE OUT PHASE

- Final Walkthrough
- Final Closeout:
  - Record Drawings – Update Throughout Entire Duration of Project
  - Testing Documentation – Submit to Design Engineer After Testing
  - Document Preparation for Maricopa County Approval of Construction
  - Record Drawings - Meet all City Requirements and Submit to Maricopa County for Final Acceptance.
- Performance Review – Upon Final Acceptance we will Request the City to Evaluate our Performance and Suggest Areas of Improvement

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P12-0008**	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

ATTACHMENT C

PROJECT ASSESSMENT PLAN

SECTION 2 - IDENTIFICATION & MINIMIZATION OF RISK (Page 1 of 2)

Risk 1:	Existing utility(s) not properly located during the design phase may create conflicts with the alignment of the new 12" reclaimed water line.
Solution:	We will conduct sub-surface utility investigations in the design phase which includes reviewing City of Peoria record documents, meeting onsite with all utility owners and physically locating all identified utilities.
Risk 2:	During excavation of the new 12" reclaimed water line the existing pavement may be undermined because of the existing soil type.
Solution:	We will determine the soil type during the geotechnical investigations / potholing therefore being prepared to 1) minimize the amount of open trench and 2) utilize CLSM for backfill in undermined areas to assure proper compaction.
Risk 3:	Businesses including those located at the Wagoner Plaza may experience disruption, claims and loss of sales caused by Right-Of-Way construction.
Solution:	Contact, communicate and coordinate with all businesses in the construction area during the design phase to determine operating hours, delivery times and access points. Business information and event dates, times and locations will be incorporated into the construction schedule. We will implement measures including modified work hours (double shifts, night work and weekend work) and constructing alternate access points to minimize the impact the work has on the local businesses.
Risk 4:	Homeowner access impacted by construction activities.
Solution:	Contact homeowners prior to construction through public notifications (30 days notice), flyers / door hangers (7 days notice) and face-to-face (24 hour notice). Residents will be directed to contact us through the hotline number if there are any specific requirements that need to be addressed. Safe access will be provided through the use of traffic control detours, barricades and road plates to ensure home owners have access to their property at all times.
Risk 5:	The existing utility corridor may not facilitate installation of the 12" reclaimed waterline to meet the MAG requirements for vertical and horizontal separation between existing water, sanitary sewer and storm drain utilities.
Solution:	During the design phase we will conduct blue stake, locate utilities and pothole utilities to determine if there is a potential conflict. If a conflict exists we will analyze alignment alternatives to eliminate the conflict or recommend extra protection options to ensure design approval.
Risk 6:	Public safety and access to City of Peoria Municipal Facilities.
Solution:	We will notify the public of construction activities well in advance of starting work through public meetings and flyers / door hangers. During construction, detours / closures will be clearly marked by signage and message boards to safely route the public to the correct entrance point. Intersection crossings will be re-opened upon completion of each segment, minimizing impact to the public.

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ATTACHMENT C

PROJECT ASSESSMENT PLAN

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

Item 1:	Our experience in this type of work and the experience of our selected design firm will allow the design of the project to be completed in two steps, 30% and 90%, skipping 60% design phase.				
Impact:	Cost ($)	Reduce costs by $10,000 - $15,000		Schedule (Days)	Decrease by 14 – 21 calendar days
Item 2:	Extend new 12" reclaimed water branch lines out of the lighted intersection of 85th Avenue and Peoria Avenue saving future costs and reducing the impact to the traveling public.				
Impact:	Cost ($)	Increase costs $10,000 ($15,000 + saved on future project)		Schedule (Days)	Increase by 2 – 3 calendar days (5 calendar days + saved on future project)
Item 3:	Install 12" PVC or 12" HDPE piping in lieu of 12" DIP.				
Impact:	Cost ($)	Reduce costs by $25,000		Schedule (Days)	No impact to schedule
Item 4:	Perform restoration as the new 12" reclaimed water line progresses on 85th Avenue from Mountain View Road to Peoria Avenue, reducing traffic control restrictions and impacts to the public.				
Impact:	Cost ($)	Reduce costs by $2,000		Schedule (Days)	No impact to schedule
Item 5:	Self-perform the geotechnical investigation onsite by excavating test holes to determine existing soil conditions.				
Impact:	Cost ($)	Reduce costs by $5,000 - $10,000		Schedule (Days)	Decrease schedule by 14 calendar days
Item 6:	Minimize flagging operations for traffic control by the use of rolling temporary closures and detours.				
Impact:	Cost ($)	Reduce costs by $6,500		Schedule (Days)	No impact to schedule

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ATTACHMENT D

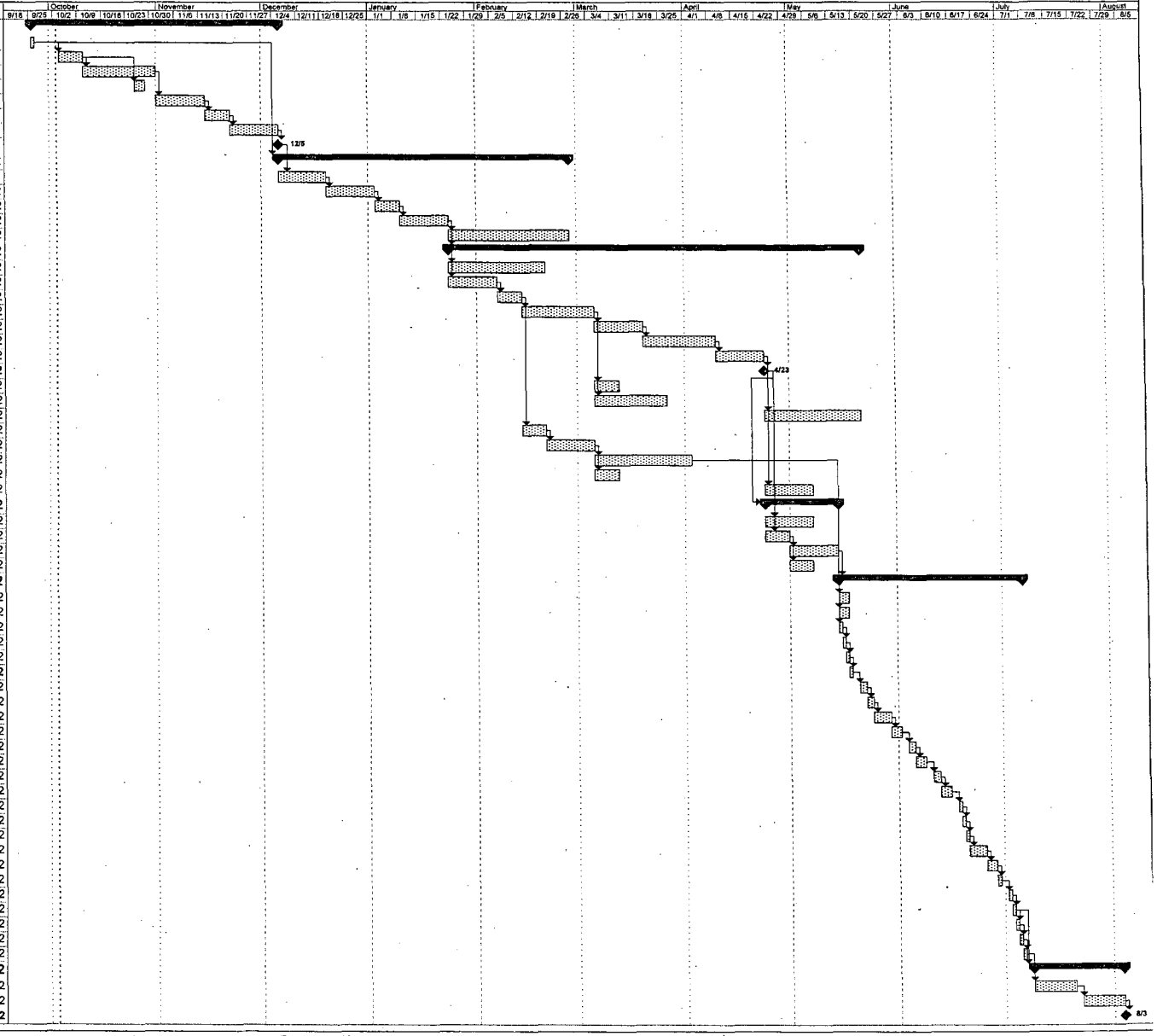
PROJECT DURATION SCHEDULE

Overview of the Project Duration Schedule (1 page)

- Reference attached Project Duration Schedule.

85th Avenue Reclaimed Water Line

ID	Task Name	Duration	Start	Finish
1	**GMP Development**	**51 days**	**Mon 9/26/11**	**Mon 12/5/11**
2	Design Kickoff Meeting	1 day	Mon 9/26/11	Mon 9/26/11
3	Design Engineer Selection	5 days	Tue 10/4/11	Mon 10/10/11
4	Prepare Cost Model and Detailed Project Scope	15 days	Tue 10/11/11	Mon 10/31/11
5	Prepare Preliminary Project Schedule	3 days	Wed 10/26/11	Fri 10/28/11
6	GMP Approval	10 days	Tue 11/1/11	Mon 11/14/11
7	Obtain Bonds / Insurance	5 days	Tue 11/15/11	Mon 11/21/11
8	Job Order Execution	10 days	Tue 11/22/11	Mon 12/5/11
9	**Notice to Proceed**	**0 days**	**Mon 12/5/11**	**Mon 12/5/11**
10	**Right-of-Way Acquisition**	**60 days**	**Tue 12/6/11**	**Mon 2/27/12**
11	Topographic Survey	10 days	Tue 12/6/11	Mon 12/19/11
12	Parcel Review	10 days	Tue 12/20/11	Mon 1/2/12
13	Public Notification / Zoning Hearing	5 days	Tue 1/3/12	Mon 1/9/12
14	Legal Exhibit Preparation	10 days	Tue 1/10/12	Mon 1/23/12
15	ROW Recording	25 days	Tue 1/24/12	Mon 2/27/12
16	**Design Phase**	**85 days**	**Tue 1/24/12**	**Mon 5/21/12**
17	Geotechnical Investigation	20 days	Tue 1/24/12	Mon 2/20/12
18	Sub-Surface Utility Investigation	10 days	Tue 1/24/12	Mon 2/6/12
19	Materials Selection	5 days	Tue 2/7/12	Mon 2/13/12
20	30% Schematic Design Preparation	15 days	Tue 2/14/12	Mon 3/5/12
21	30% Design Document Review	10 days	Tue 3/6/12	Mon 3/19/12
22	30% to 90% Design Preparation	15 days	Tue 3/20/12	Mon 4/9/12
23	90% Design Document Review	10 days	Tue 4/10/12	Mon 4/23/12
24	**100% Design Completion**	**0 days**	**Mon 4/23/12**	**Mon 4/23/12**
25	Value Engineering	5 days	Tue 3/6/12	Mon 3/12/12
26	Constructability Reviews	15 days	Tue 3/6/12	Mon 3/26/12
27	Public Notifications	20 days	Tue 4/24/12	Mon 5/21/12
28	Submittal Preparation	5 days	Tue 2/14/12	Mon 2/20/12
29	Submittal Approval	10 days	Tue 2/21/12	Mon 3/5/12
30	Material Procurement	20 days	Tue 3/6/12	Mon 4/2/12
31	SWPPP Plan	5 days	Tue 3/6/12	Mon 3/12/12
32	PreConstruction Planning	10 days	Tue 4/24/12	Mon 5/7/12
33	**Permitting**	**15 days**	**Tue 4/24/12**	**Mon 5/14/12**
34	Maricopa County Approval to Construct Acquisition	10 days	Tue 4/24/12	Mon 5/7/12
35	City of Peoria Engineering Permit Acquisition	5 days	Tue 4/24/12	Mon 4/30/12
36	Traffic Control Permit Acquisition	10 days	Tue 5/1/12	Mon 5/14/12
37	Dust Control Permit Acquisition	5 days	Tue 5/1/12	Mon 5/7/12
38	**Construction Phase**	**39 days**	**Tue 5/15/12**	**Fri 7/6/12**
39	Hydrant Meter Setup	3 days	Tue 5/15/12	Thu 5/17/12
40	Bluestake	3 days	Tue 5/15/12	Thu 5/17/12
41	Preconstruction Meeting	1 day	Tue 5/15/12	Tue 5/15/12
42	Setup Traffic Control	1 day	Wed 5/16/12	Wed 5/16/12
43	Survey Layout	1 day	Thu 5/17/12	Thu 5/17/12
44	**Mobilization / Setup Yard**	**1 day**	**Fri 5/18/12**	**Fri 5/18/12**
45	Material Deliveries	2 days	Mon 5/21/12	Tue 5/22/12
46	Mill Existing Pavement	2 days	Wed 5/23/12	Thu 5/24/12
47	Expose Existing on Mountain View	3 days	Fri 5/25/12	Tue 5/29/12
48	12" RWL Mountain View to Cinnabar	3 days	Wed 5/30/12	Fri 6/1/12
49	Cinnabar Avenue Road Crossing	2 days	Mon 6/4/12	Tue 6/5/12
50	12" RWL Cinnabar to Monroe	3 days	Wed 6/6/12	Fri 6/8/12
51	Monroe Crossing	2 days	Mon 6/11/12	Tue 6/12/12
52	12" RWL Monroe to Peoria Ave.	3 days	Wed 6/13/12	Fri 6/15/12
53	Install Flushing Hydrant	1 day	Mon 6/18/12	Mon 6/18/12
54	Pressure Test Waterline	1 day	Tue 6/19/12	Tue 6/19/12
55	Pavement Preparation	1 day	Wed 6/20/12	Wed 6/20/12
56	Concrete Restoration	3 days	Thu 6/21/12	Mon 6/25/12
57	Pavement Restoration	3 days	Tue 6/26/12	Thu 6/28/12
58	Survey Pavement Markings	1 day	Fri 6/29/12	Fri 6/29/12
59	Micro seal	1 day	Mon 7/2/12	Mon 7/2/12
60	Valve Box Adjustments	1 day	Tue 7/3/12	Tue 7/3/12
61	Restore Pavement Markings	1 day	Wed 7/4/12	Wed 7/4/12
62	Final Walk Through	1 day	Thu 7/5/12	Thu 7/5/12
63	Address Punch List Items (If Any)	1 day	Fri 7/6/12	Fri 7/6/12
64	**Closeout Phase**	**20 days**	**Mon 7/9/12**	**Fri 8/3/12**
65	Finalize Record Drawings	10 days	Mon 7/9/12	Fri 7/20/12
66	Obtain Maricopa County Approval of Construction	10 days	Mon 7/23/12	Fri 8/3/12
67	**Project Final Completion**	**0 days**	**Fri 8/3/12**	**Fri 8/3/12**



9.29.11

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P12-0008**

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

ATTACHMENT D

SUBCONTRACTOR SELECTION PLAN

Overview of the Subcontractor Selection Plan (1 page)

INTRODUCTION

Our Company has developed excellent relationships with quality subcontractors, suppliers and consultants throughout Maricopa County. While competitive pricing is important, overall qualifications are equally important. We recognize that reputation, quality, safety, scheduling, management capability, resource availability and overall responsiveness are important factors in selecting participants for Job Orders. We currently maintain a list of pre-approved firms experienced in Job Order Contracting. New firms are required to submit a statement of qualifications and will be approved by the Project Manager and City Representative.

We solicit, evaluate and select subcontractors, suppliers and consultants following a two-step qualification based selection process using a standardized set of criteria which is outlined below. A key component of our plan is to increase the City's value by providing an "Open Book" process that improves communication, collaboration, cooperation and trust among the Team – the City, Engineer, Job Order Contractor and various subcontractors, suppliers and consultants. In order to maximize subcontractor participation and take advantage of their expertise in specialty construction, we will implement our Plan during the design phase. When possible, early involvement of subcontractors will play a vital role in addressing scope, budget and schedule concerns and the expertise of the subcontractors will be used in scope development, value engineering and constructability. Our Subcontractor Selection Plan, which complies with Arizona Revised Statutes – Titles 34-603, is currently used on all our ongoing Agency Job Order Contracts and is administered and managed by our Project Manager.

STEP 1: Pre-Qualification Criteria

We strive to pre-qualify a minimum of three (3) firms for each trade subcontractor, supplier and consultant using the following Statement of Qualifications (SOQ) criteria:

- Company Management & Capacity
- Company Capacity
- Project Understanding
- Safety Program
- Reference Forms
- Employee & Equipment
- Resources

Statements of Qualifications Review – In order to proceed to Step 2 – Price Proposal, the Statements of Qualifications must be reviewed and approved by our Project Manager and one member of our senior management. The City is informed of the pre-qualified firms.

STEP 2: Price Proposal

Price Proposal Solicitation Requests – The pre-qualified firms are requested to submit competitive sealed price proposals for trade specific bid packages. This process is used in developing the Guaranteed Maximum Price (GMP).

Price Proposal Review – Subcontractor proposals will be collected at the specified location, date and time and reviewed to determine compliance with instructions and requirements. The price proposals will be summarized including firm name, amount and contracts will be entered into as required. We will maintain an "Open Book" Subcontractor Pre-Qualification / selection process throughout the duration of the Job Order Contract with the City of Peoria.

City of Peoria
Job Order Cost Proposal

CONTRACTOR NAME: QUEST CIVIL CONSTRUCTORS, INC.

Contract No.: P12-0008A, Water Related Pipeline Projects	City Project No.:
Job Order No.:	Contractor's Job No.:
Job Title:	Prepared by:
Location:	Date: Revision:

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

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	Hours			$0.00	$0.00
Project Engineer	Hours			$0.00	$0.00
Superintendent					
Foreman					
Specialty Operator					
Equipment Operator					
Skilled Tradesman (Journeyman)					
Skilled Worker (Apprentice)					
Semi Skilled Worker					
Laborer					
			Total Labor Cost		$0.00

SECTION B: EQUIPMENT (per EquipmentWatch.com)

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
3/4 Ton Pick-up Truck	Hours	0.0		$0.00	$0.00
			Total Equipment Cost		$0.00

SECTION C: MATERIALS

Item	Unit	Quantity	Material Unit	Material Total	Item Total
Small Tools & Consumables (5% of field Labor)					
			Total Material Cost		$0.00

Job Order Cost Proposal

CONTRACTOR NAME: QUEST CIVIL CONSTRUCTORS, INC.

Contract No.: P12-0008A, Water Related Pipeline Projects	City Project No.:
Job Order No.:	Contractor's Job No.:
Job Title:	Prepared by:
Location:	Date: Revision:

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
	Total Subcontractor Cost	$0.00

Subtotal General Contractor Costs (A+B+C):	$0.00
O&P (15% of A+C):	$0.00
Total General Contractor Costs including O&P:	$0.00
Subtotal Subcontractor Costs (D)	$0.00
O&P (5% of D)	$0.00
Total Subcontractor Costs including O&P:	$0.00
TOTAL GC and Subcontractor Costs including O&P:	$0.00
Insurance Costs @ 1.25%	$0.00
Bond Costs @ 1.25%	$0.00
Sales Tax (65% of 9.1%)	$0.00
Subtotal Job Cost:	**$0.00**
Contingencies	$0.00

TOTAL JOB COST: $0.00

You are hereby notified that the payment requested by this job order does not include any amounts for changes in the work sequence, delays, disruptions, consequential cost impacts, or any other reasons and our right is expressly reserved to make claim for any and all of these related items of cost prior to final payment upon this Contract.

Submitted by:

Name, Title
Quest Civil Constructors, Inc.

Date

12/22/2011 LH

City of Peoria
Job Order Proposal

Contractor Name:	
Contract No.:	**Job Order No.:**
City Project No.:	**Contractor Job No.:**
Job Title:	
Location:	

SCOPE OF THE WORK:

TYPE OF PERMIT(S) REQUIRED:

REQUIRED SUPPORTING DOCUMENTS:

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS:

PROJECT DURATION:

PROJECT COST:

The total cost of the work will be in an amount not to exceed: $_____

_____ (written amount).

The O+P and established Labor Rates are the maximum allowable rates, per the contract. Rates can be negotiaged and reduced on a per project basis.

FEDERAL FUNDED PROJECT (if applicable):
( ) Buy American
( ) Davis Bacon Wages

Submitted by: _____ _____
Signature Date

Name, Title
Name of Construction Company

Recommended by: _____ _____
Signature Date

Name, Title
City of Peoria Project Manager

Recommended by: _____ _____
Signature Date

Name, Title
City of Peoria Buyer

12/22/11 LH

QUEST
CIVIL CONSTRUCTORS

QUEST CIVIL CONSTRUCTORS, INC.
LABOR RATES
FOR
CITY OF PEORIA WATER RELATED PIPELINE PROJECTS JOB ORDER CONTRACT,
STATEMENT OF QUALIFICATIONS NO.: P12-0008

					Total Combined Hourly Wage	
✓	Description	Code	Work HRS / DY	Benefits / Burden * Percentage	Straight Time	Overtime / Saturday (1.5 X)
	CRAFT					
	Carpenter	C060	8.00	42%	$ 35.41	$ 50.47
	Cement Mason	C065	8.00	42%	$ 35.41	$ 50.47
	Laborer - Concrete	C085	8.00	47%	$ 26.39	$ 37.23
	Laborer - General	C095	8.00	48%	$ 25.10	$ 35.34
	Laborer - Pipelayer	C100	8.00	42%	$ 35.41	$ 50.47
	Operator - Backhoe	C110	8.00	41%	$ 36.70	$ 52.36
	Operator - Dozer	C125	8.00	40%	$ 39.28	$ 56.14
	Operator - Excavator	C135	8.00	40%	$ 39.28	$ 56.14
	Operator - Grade Checker	C140	8.00	42%	$ 35.41	$ 50.47
	Operator - Grader	C145	8.00	40%	$ 39.28	$ 56.14
	Operator - Loader	C150	8.00	40%	$ 39.28	$ 56.14
	Operator - Mechanic	C155	8.00	38%	$ 48.30	$ 69.37
	Operator - Roller	C165	8.00	47%	$ 26.39	$ 37.23
	Teamster - Dump Truck	C205	8.00	45%	$ 28.97	$ 41.01
	Teamster - Water Truck	C220	8.00	45%	$ 28.97	$ 41.01
	Welder	C230	8.00	38%	$ 48.30	$ 69.37
	STAFF					
	Project Leader	S005	8.00	49%	$ 80.37	
	Engineer - Project	S030	8.00	57%	$ 50.29	
	Team Leader - Concrete	S060	8.00	54%	$ 58.49	
	Team Leader - Earthwork	S070	8.00	54%	$ 58.49	
	Team Leader - General	S075	8.00	54%	$ 58.49	
	Team Leader - Pipe	S090	8.00	54%	$ 58.49	
	Administrative Assistant	S110	8.00	46%	$ 33.64	

* Includes fringe benefits (health care, small tools reinbursable, pension/retirement, training and vacation) and burden (FICA, FUTA, SUTA and Workers Compensation Insurance)

QUEST
CIVIL CONSTRUCTORS

QUEST CIVIL CONSTRUCTORS, INC.
AUTHORIZED SIGNATORIES
FOR
CITY OF PEORIA WATER RELATED PIPELINE PROJECTS JOB ORDER CONTRACT,
STATEMENT OF QUALIFICATIONS NO.: P12-0008

The key personnel listed below are authorized to sign the specified documents for the City of Peoria Water Related Pipeline Projects Job Order Contract, Statement of Qualifications No.: P12-0008.

Key Personnel		Job Order Contract		Individual Job Order's				Maximum Dollar Amount
		Agreement	Amendment	Contract	Change Order	Payment & Performance Bonds	Notice to Proceed	
Howard Birch, President	Signature	✓	✓	✓	✓	✓	✓	Unlimited
Karl Banschbach, Vice President	Signature	✓	✓	✓	✓	✓	✓	Unlimited
Layne Birling, Chief Financial Officer	Signature	✓	✓	✓	✓	✓	✓	Unlimited
Nick Mason, Project Manager	Signature			✓	✓		✓	$3,000,000
Eddie Hawley, Project Engineer	Signature			✓	✓		✓	$250,000
Jeff Rogney, Project Engineer	Signature			✓	✓		✓	$250,000

QUEST
CIVIL CONSTRUCTORS

QUEST CIVIL CONSTRUCTORS, INC.
CONTACT LIST
FOR
CITY OF PEORIA WATER RELATED PIPELINE PROJECTS JOB ORDER CONTRACT,
STATEMENT OF QUALIFICATIONS NO.: P12-0008

CORPORATE (LOCAL) OFFICE

Address:	1903 West Parkside Lane, Suite 100 Phoenix, AZ 85027
Phone:	(623) 581-9700
Fax:	(623) 581-9710

PROJECT MANAGER

Name:	Nick Mason
Direct Office Line:	(623) 581-9700 ext.114
Cell Phone:	(602) 725-6286
Email:	nbm@qvsw.com

PROJECT ENGINEERS / ESTIMATORS

Name:	Eddie Hawley	**Name:**	Jeff Rogney
Direct Office Line:	(623) 581-9700 ext.115	**Direct Office Line:**	(623) 581-9700 ext.102
Cell Phone:	(406) 390-4000	**Cell Phone:**	(406) 208-6068
Email:	ech@qvsw.com	**Email:**	ech@qvsw.com

PROJECT SUPERINTENDENTS

Name:	Dale Smith	**Name:**	Shanen Helms
Cell Phone:	(602) 819-3806	**Cell Phone:**	(623) 533-0525
Email:	das@qvsw.com	**Email:**	sah@qvsw.com
Name:	Bill Barkley		
Cell Phone:	(480) 306-3685		
Email:	wbb@qvsw.com		

EXECUTIVES

Name:	Howard Birch	**Name:**	Layne Birling
Title:	President	**Title:**	Chief Financial Officer
Direct Office Line:	(623) 581-9700 ext.108	**Direct Office Line:**	(623) 581-9700 ext.118
Cell Phone:	(602) 725-6447	**Cell Phone:**	(602) 339-2440
Email:	hlb@qvsw.com	**Email:**	llb@qvsw.com
Name:	Karl Banschbach,	**Name:**	Scott Gossard
Title:	Vice President	**Title:**	Safety Director
Direct Office Line:	(623) 581-9700 ext.108	**Direct Office Line:**	(623) 581-9700 ext.103
Cell Phone:	(602) 725-6448	**Cell Phone:**	(406) 210-1733
Email:	kjb@qvsw.com	**Email:**	smg@qvsw.com