



# City of Peoria, Arizona

## Job Order Contract



Statement of Qualifications No: P08-0047

Project Number

Job Description: Water, Waste Water Treatment and Offsite Facilities Projects

Project Name

Location: City of Peoria, Materials Management

Contact: Peggy A. Ferrin

Mailing Address: 8314 W. Cinnabar St., Peoria, AZ 85345

Phone: (623) 773-7780

### OFFER

Contractor's License Number: **ROC 159057 A**  
**ROC 201530 KB-01**  
**ROC 179704 B-D4**

Quest Civil Constructors, Inc

*Howard Birch*

Job Order Contractor Name

Authorized Signature for Offer

1903 W. Parkside Lane, Suite 100  
Address

**Howard Birch**

Printed Name

Phoenix, Arizona 85027  
City State Zip Code

**President**

Title

(623) 581-9700

(623) 581-9710

**h1b@qvsw.com**

E-mail

### 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:  
*Mary Jo Kief*  
Mary Jo Kief, City Clerk



City of Peoria, Arizona.

Eff. Date: **4/19/08**

Approved as to form:

*Ellen Van Riper*  
**Ellen Van Riper, Assistant City Attorney**

*Stephen M. Kemp*  
Stephen M. Kemp, City Attorney

CC

Awarded on **4/18/08**

**A CON 25008**  
Contract Number

City Seal

Official File

*Herman Koberger*  
Herman Koberger, Materials Manager

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TD  
QUEST-1

DATE (MM/DD/YYYY)  
05/14/08

**PRODUCER**  
Hill & Usher LLC  
Insurance. Bonds. Benefits.  
3033 North 44th Street, #300  
Phoenix AZ 85018  
Phone: 602-956-4220 Fax: 602-956-4418

**INSURED**  
  
Quest Civil Constructors, Inc  
1903 W. Parkside Lane, #100  
Phoenix AZ 85027-1236

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Companies	24767
INSURER B: Travelers Property Casualty Co	
INSURER C: National Union Fire Ins. Co.	19445
INSURER D:	
INSURER E:	

## COVERAGES

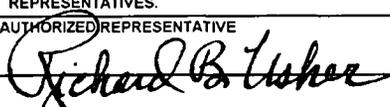
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	7206L65A	11/01/07	11/01/08	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	7206L65A	11/01/07	11/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE6608993	11/01/07	11/01/08	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: CITY OF PEORIA JOC CONTRACT P08-0047. ADDITIONAL INSURED PER FORM CG D246 8/05 & CA 2048 2/99. WAIVER OF SUBROGATION PER FORM CG D316 7/04 & A0186. COVERAGE IS PRIMARY NONCONTRIBUTORY.**

## CERTIFICATE HOLDER

## CANCELLATION

CITYP-3  CITY OF PEORIA 8401 WEST MONROE PEORIA AZ 85345	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

## COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organizations(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	11/01/07 - 11/01/08
Named Insured:	Quest Civil Constructors, Inc

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> CITY OF PEORIA AS IT PERTAINS TO CITY OF PEORIA JOC CONTRACT P08-0047
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – Provisions **A.-H.** and **J.-N.** of this endorsement broaden coverage, and provision **I.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A.</b> Broadened Named Insured</p> <p><b>B.</b> Extension of Coverage – Damage To Premises Rented To You</p> <ul style="list-style-type: none"> <li>• Perils of fire, explosion, lightning, smoke, water</li> <li>• Limit increased to \$300,000</li> </ul> <p><b>C.</b> Blanket Waiver of Subrogation</p> <p><b>D.</b> Blanket Additional Insured – Managers or Lessors of Premises</p> <p><b>E.</b> Incidental Medical Malpractice</p> <p><b>F.</b> Extension of Coverage – Bodily Injury</p> <p><b>G.</b> Contractual Liability – Railroads</p> | <p><b>H.</b> Additional Insured – State or Political Subdivisions</p> <p><b>I.</b> Other Insurance Condition</p> <p><b>J.</b> Increased Supplementary Payments</p> <ul style="list-style-type: none"> <li>• Cost of bail bonds increased to \$2,500</li> <li>• Loss of earnings increased to \$500 per day</li> </ul> <p><b>K.</b> Knowledge and Notice of Occurrence or Offense</p> <p><b>L.</b> Unintentional Omission</p> <p><b>M.</b> Personal Injury – Assumed by Contract</p> <p><b>N.</b> Blanket Additional Insured –Lessor of Leased Equipment</p> |
|--|---|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision **A.** does not apply to any person or organization for which coverage is excluded by endorsement.

#### **B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

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

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

## COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
  - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

### C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

### D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
  - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
  - b. Any premises for which coverage is excluded by endorsement; or
  - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

**WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT  
AUTO LIABILITY**



This endorsement changes your General Rules.

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**How Coverage Is Changed**

The following is added to the Recovering Damages From A Third Party rule. This Change waives our right of recovery against Certain persons or organizations for certain payments we make under your Auto Liability Protection.

We agree to waive any right of recovery we May have against the person or organization Shown below for any payment we make under your Auto Liability Protection for covered injury or damage that results from:

- \* your ownership, maintenance, use, loading or unloading of a covered auto; and
- \* work you perform under a contract with that person or organization.

**Other Terms**

All other terms of your policy remain the same.

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**Description of person or organization:**

**CITY OF PEORIA AS IT PERTAINS TO CITY OF PEORIA JOC CONTRACT P08-0047.**

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<b>Name of Insured</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Processing Date</b>
<b>Quest Civil Constructors, Inc</b>	<b>7206L65A</b>	<b>11/01/07</b>	<b>5/14/08</b>

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## Certificate of Insurance

**Certificate Mailed To:**

CITY OF PEORIA  
8401 W MONROE  
PEORIA AZ 85345

**Name of Insured:**

Quest Civil Constructors Inc  
1903 W Parkside Ln  
Suite 100  
Phoenix AZ 85027

Date Issued: 05/14/2008  
Certificate Number: 20  
Policy Number: 321880  
Origin Date: 11/27/2001  
Expiration Date: 11/01/2008  
Liability Limits: 1000/1000/1000  
(000 Omitted)

**Proof of Coverage  
Description of Operations**

**Job Number:** P08-0047      **Location:**

Will be renewed for the next policy period unless we are otherwise directed by our policyholder. It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

Should the above policy be canceled by the SCF ARIZONA before the expiration date thereof, the SCF ARIZONA will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the SCF ARIZONA.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

**Certificate Issued To:**

CITY OF PEORIA  
8401 W MONROE  
Peoria AZ 85345

Authorized Representative

Account Number
10011799



2008

Valid until 12/31/2008  
unless revoked

## Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code, Chapter 12

**Post in a Conspicuous Place  
Non-Transferable**

Business Address:

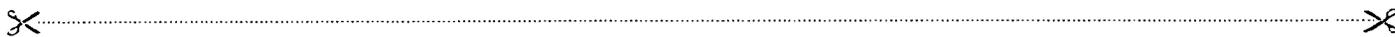
QUEST CIVIL CONSTRUCTORS INC  
1903 W PARKSIDE LN #100  
PHOENIX AZ 85027

QUEST CIVIL CONSTRUCTORS INC  
1903 W PARKSIDE LN #100  
PHOENIX AZ 85027

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Russell Young, Tax & License Supervisor



(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

Thank you for doing business in Peoria. We realize that you had many options when considering where to operate your business and we are pleased that you chose Peoria.

If you have questions regarding Peoria's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone: (623) 773-7160  
Fax: (623) 773-7159  
E-mail: [salestax@peoriaaz.com](mailto:salestax@peoriaaz.com)

We wish you success and prosperity in this year and in the years to come.

Sincerely,

Sales Tax & Licensing Section

**JOB ORDER CONTRACT**



**P08-0047**

**Water, Waste Water Treatment & Offsite Facilities Projects**

**CONTRACT FOR CONSTRUCTION**

**JOB ORDER CONTRACT AGREEMENT**

**QUEST CIVIL CONSTRUCTORS, INC.**

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## JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 19 day of April, 2008, 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 Attachment "A" Contract Pricing Coefficients and in Attachment "B" Scope of Services both of which are incorporated herein and made a part hereof.

**1.7. Punch List Preparation.** A minimum of 20 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 be in effect for one (1) years in accordance with the terms and conditions of this Contract. The term can be extended up to an additional four (4) years, the optional periods exercised in twelve (12) month. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

**2.2. Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (Pricing Matrix) and in *Attachment "B"* (General Scope of Services) and *Attachment "C"* (SIQ, Proposal Response, Detailed Scope and Schedule) 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.

**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 "B"* (General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;
- 3.1.6. The agreed total price for the Work to be performed;
- 3.1.7. Submittal requirements;
- 3.1.8. Owner's authorized representative who will accept the completed Work;
- 3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and
- 3.1.10. Such other information as may be necessary to perform the Work.

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

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

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

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

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

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

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

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

**3.2.4. Construction Layout.** Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

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

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

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

3.2.4.1 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 When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.

3.2.4.7 Manual traffic control shall be in conformity with the Traffic Barricade Manual, except the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7052.

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) 773-7052.

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.

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

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

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

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

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

**3.2.8.4.** The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess

material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.3.1.2. Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a

Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

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

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

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

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

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

**3.5. Job Order Value.** The maximum Job Order value is three million dollars (\$3,000,000), except as provided by § 16.33.1.

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

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

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

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

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

City of Peoria, Materials Management  
Mr. Herman Koebergen, Materials Manager  
8401 W. Monroe, Annex  
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)

Nick Mason  
1903 W. Parkside Lane, Suite 100  
Phoenix, Arizona 85027  
nbm@qvs.com

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

#### **14. TERMINATION AND DEFAULT**

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

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

**14.2.1.** Stop work as specified in the notice;

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

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

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

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

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

**14.2.5.** Complete performance of the Work not terminated;

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

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

**14.3. Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification

prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

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

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

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

**14.4.1.1.1.** The cost of this Work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.14. Liquidated Damages.** Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be in the amount per MAG Specs., Section 108.9) per day for each calendar day of delay. 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 result 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.

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

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

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

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

**16.6. Contract.** The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of

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

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

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

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

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

**16.11. Assignment-Delegation.**- No right or interest in this contract nor delegation of any duty of Job Order Contractor shall be made without prior written permission of the Owner.

**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 Owner may, at reasonable times and places, audit the books and records of any Job Order Contractor as related to any contract held with the Owner.

**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 Owner and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Owner's Procurement Code.

**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 Offer and Contract Award

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

**16.31.1.** 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.

**16.31.2.** 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:

**16.31.2.1.** 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:

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

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

**16.31.2.2.** 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:

**16.31.2.2.1.** 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.

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

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

**16.31.3.** 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.

## City of Peoria – Job Order Contract Attachment A – Job Order Proposals

### General

This is a fixed price, indefinite quantity type Contract, inclusive of all direct and indirect costs of the work, including materials, labor, equipment, subcontracts, design services, preconstruction services, general and administrative expenses, taxes, fees, permits, bonds, insurance and all other costs necessary to complete the work. Job Order Proposals shall be submitted in the Job Order Contractor's standard format, accompanied by a description of the various elements of the work, including any clarifications or assumptions.

Any costs above the agreed upon lump sum price not attributable to Owner directed changes in the scope of work or unforeseen conditions shall be the responsibility of the Job Order Contractor.

Job Order Contractor shall allow the Owner "Open Book" review, audit and examination of any awarded Job Order Project during construction, at anytime during the term of the Job Order Project and for a period of two (2) years after final payment is made for the Job Order Project. Such audit, review or examination shall include access to Job Order Contractor and subcontractor records.

Job Order Proposals shall remain valid for sixty (60) days after the date of submission to Owner, unless otherwise agreed upon. Owner shall review and either accept, negotiate modifications or reject the Job Order Contractor's Price Proposal.

### Design Services

If requested by the Owner, Job Order Contractor will provide design services. The Job Order Proposal shall be supported by documentation to establish that adequate planning, engineering and design work will be performed to satisfy the requirements of the Job Order. The Job Order Proposal shall include the proposal from the design professional, including a schedule of all costs and fees by task, total hours and hourly rates by discipline and task.

### Preconstruction Services

The parties understand that the Job Order Contractor may be required to provide services normally considered to be preconstruction services to assist in the development of the Job Order design. Required services may include, but are not limited to, constructability reviews, material recommendations, alternative analysis, cost estimates, schedules, value engineering and similar services. The cost of such services will be detailed in the Job Order Proposal.

### Cost of the Work

Cost of the Work shall include Job Order Contractor's costs necessarily incurred in connection with the proper performance of Job Orders. Such costs shall be at rates not higher than the standard paid in the locality of the Work, except with the proper written consent of the Owner. Allowable Job Order Costs of the Work include:

1. Wages and salaries for craft and general labor employed by Job Order Contractor.
2. Wages and salaries for management, supervision, engineering and administrative personnel employed by the Job Order Contractor.
3. All payroll burdens, benefits, contributions, assessments or taxes.
4. Reasonable travel and subsistence expenses for travel required for the performance of the Job Order.
5. All subcontracts, consultants, design services and professional services.

**City of Peoria – Job Order Contract  
Attachment A – Job Order Proposals**

6. All materials, supplies and equipment incorporated in the Job Order, including transportation thereof.
7. Suitable on or off site storage and handling.
8. All sales, use and similar taxes.
9. All temporary onsite office facilities, supplies, fixtures, equipment and utilities, unless provided by Owner.
10. All required site facilities, fixtures, equipment and utilities, including but not limited to, sanitary facilities, construction water, electricity and refuse removal, unless provided by Owner.
11. Small tools, hand tools, light equipment and consumables.
12. Rental of all necessary machinery and equipment, whether rented from Job Order Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery.
13. Removal and disposal of all debris, trash, rubbish and spoils.
14. Site safety, dust control, traffic control and security measures.
15. Premiums for all Job Order Contractor and subcontractor bonds.
16. Premiums for all Job Order Contractor and subcontractor insurance.
17. Fees and assessments for permits, licenses, quality control testing and inspections.
18. Reprographics, drawing reproduction and blueprinting.
19. Communication expenses, including but not limited to, long distance charges, cellular phone usage, internet, postage, express courier service and computer services.
20. Other approved direct costs required to complete the Job Order.

**Unallowable Cost Items**

The Job Order Cost of the Work shall not include the following:

1. Job Order Contractor's capital expenses, including interest on capital employed for the Job Order.
2. Utilities or facilities provide by the Owner.
3. Costs due to the negligence of Contractor or any subcontractor, including the correction of defective or nonconforming work, disposal of materials and equipment wrongly supplied or making good any damage to property.
4. Warranty work.

**Contingencies and Allowances**

Owner and Job Order Contractor Contingency and Allowance amounts shall be determined separately for each Job Order Proposal.

**City of Peoria - Job Order Contract  
Attachment A - Job Order Proposals**

Note	Job Order Cost Summary / Pricing Matrix	Amount	\$ -	\$ 100,000	\$ 250,000	\$ 500,000	\$ 1,000,000
			TO	TO	TO	TO	TO
			\$ 100,000	\$ 250,000	\$ 500,000	\$ 1,000,000	\$ 3,000,000
<u>Direct Cost Of The Work:</u>							
1	Material	\$ -					
1	Labor	\$ -					
1	Equipment	\$ -					
1	Other Costs	\$ -					
1	Subcontractors	\$ -					
	Total Direct Cost Of The Work =	\$ -					
<u>Indirect Cost Of The Work:</u>							
2, 9	General & Administrative Expense	\$ -	11.20%	11.20%	11.20%	11.20%	11.20%
9	Job Order Contractor's Fee (Profit)	\$ -	10.00%	9.50%	9.00%	8.50%	8.00%
3, 9	Payment and Performance Bonds	\$ -	1.25%	1.25%	1.10%	1.05%	1.00%
4, 9	Insurance	\$ -	1.80%	1.80%	1.80%	1.80%	1.80%
5, 6, 9	Arizona / County / City Privilege Taxes	\$ -					
	Total Indirect Cost Of The Work =	\$ -					
	Total Cost Of The Work =	\$ -					
<u>Contingencies / Allowances:</u>							
7	Contractor's Contingency / Allowances	\$ -					
8	Owner's Contingency / Allowances	\$ -					
	Total Contingencies / Allowances =	\$ -					
	Total Job Order Amount =	\$ -					

Notes:

- 1 Direct Costs From Quest's Sharpe Estimating Software
- 2 Based On Quest's Three Year Average G & A Expense
- 3 Based On Quest's Bonding Rates
- 4 Based On Quest's Insurance / Indemnity Rates
- 5 Arizona / Maricopa County / City of Peoria Rate = 8.1%
- 6 Factored Tax Rate = 5.0%
- 7 Contractor Contingency Based on Job Order Requirements
- 8 Owner Contingency Based on Job Order Requirements
- 9 Indirect Cost % Based on Total Cost Of The Work

**City of Peoria - Job Order Contract  
Attachment A - Job Order Proposals  
Example**

**Job Order Cost Summary / Pricing Matrix**

**Amount**

**%**

Direct Cost Of The Work:

Material	\$ 155,200	16.26%
Labor	\$ 181,269	18.99%
Equipment	\$ 206,315	21.62%
Other Costs	\$ 24,050	2.52%
Subcontractors	\$ 124,650	13.06%
Total Direct Cost Of The Work =	\$ 691,484	72.45%

Indirect Cost Of The Work:

General & Administrative Expense	\$ 106,885	11.20%
Job Order Contractor's Fee (Profit)	\$ 81,115	8.50%
Payment and Performance Bonds	\$ 10,021	1.05%
Insurance	\$ 17,179	1.80%
Arizona / County / City Privilege Taxes	\$ 47,736	5.00%
Total Indirect Cost Of The Work =	\$ 262,936	27.55%

Total Cost Of The Work = \$ 954,420

Contingencies / Allowances:

Contractor's Contingency / Allowance	\$ 15,000	1.57%
Owner's Contingency / Allowances	\$ 37,500	3.93%
Total Contingencies / Allowances =	\$ 52,500	

Total Job Order Amount = \$ 1,006,920

**ATTACHMENT "B"**  
**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, repair and maintenance 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 re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

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

**3.0 WORK AUTHORIZATION**

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

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

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

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

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

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

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

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

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

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.8.

#### 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.

#### 7.1 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.

#### 7.2 ELECTRICITY

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.

#### 8.0 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.





**STATEMENT OF INTEREST &  
QUALIFICATIONS**

P08-0047

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**STATEMENT OF INTEREST &  
QUALIFICATIONS**

**JOB ORDER CONTRACTING**

For

**Water, Waste Water Treatment & Offsite  
Facilities Projects**

**SOLICITATION NUMBER P08-0047**

City of Peoria  
Materials Management Division  
8314 W. Monroe  
Peoria, Arizona 85345  
(623) 773-7115



# STATEMENT OF INTEREST & QUALIFICATIONS

P08-0047

Materials Management  
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8314 West Cinnabar Street  
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## STATEMENT OF INTEREST & QUALIFICATIONS

P08-0047

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8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

## STATEMENT OF INTEREST & QUALIFICATIONS

### JOB ORDER CONTRACTING

For

**Water, Waste Water Treatment & Offsite Facilities Projects**

### SECTION I – PROJECT INTRODUCTION AND BACKGROUND

The City of Peoria Arizona is seeking experienced Firms 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 after City Council approval. It is the City's intent to enter into a cost plus fee structure. Do not include pricing information with the Statement of Qualifications.

The City of Peoria intends to select multiple firms for the award of this Job Order Contract.

During the term of the JOC, work is performed as a series of individual job orders. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are 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.

While this Proposal is for the City of Peoria, other public entities that have expressed interest in utilizing the resulting contract. In addition to the City of Peoria and with approval of the contracted Firm this contract may be extended for use by other municipalities, school districts and government agencies of the State. As a member of the Strategic Alliance for Volume Expenditures (SAVE), the City will act as the lead entity. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, the contract may be utilized by the eligible school districts/public entities, recognizing potential equipment, logistical and capacity limitations by the Firm may limit the use of this award. No volume is implied or guaranteed.



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### A. Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year of 2008. The approved 2008 budget is available to fund various projects utilizing the awarded JOC contract. This Contract will be for one year with the option of renewal for four additional years. Estimated values for individual projects that are estimated at \$25,000 to \$1,000,000 in the first year. Projects may extend into the next fiscal year and beyond.

### B. Project Schedule

The City of Peoria has elected to use the JOC delivery method for this project as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the Water, Waste Water Treatment & Offsite Facilities Projects.

## SECTION II-PROJECT DESCRIPTION

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various utility related 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 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 a Project Agreement 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. The City anticipates a multiple award to two (2) JOC Contractors.

A short list of qualified and available contractors will be developed and JOC's will be awarded to qualified contractors based on the City's needs. Contractors must have experience in the following three areas:

- A. **Water Treatment & Water Production Facilities:** Design and construction of new facilities or rehabilitation of existing water treatment plants, booster stations, reservoirs, and any other water related facilities. Scope for these jobs will include any or all of the following: all excavation, structural, electrical, mechanical, control and SCADA, and any other functions required.
- B. **Water Reclamation & Sewer Collection Facilities:** Design and construction of new facilities or rehabilitation of existing water reclamation facilities, lift stations, and any other related



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sewer related facilities. Scope for these jobs will include any or all of the following: all excavation, structural, electrical, mechanical, control and SCADA, and any other functions required.

- C. **Well Sites:** Design and construction of wells, and rehabilitation or repair of well sites. Scope for these jobs will include any or all of the following: all excavation, structural, electrical, mechanical, control and SCADA, and any other functions required.

Including but not limited to any ancillary trades such as; electrical, paving and concrete needed to provide fully completed projects.

### SECTION III – SCOPE OF WORK

The successful Job Order Contractor, under the direction of the City of Peoria will be responsible for all aspects of construction and all phases of the project. The successful Job Order Contractor shall be responsible for but not limited to professional quality, technical accuracy and coordination of all design, drawings, specifications, and all other construction services provided under the Job Order.

The existing operations and functions shall be maintained during construction. It is anticipated that the construction activities will be coordinated and phased in such a manner that will not compromise the ongoing operations. In addition, security of the site and property is of paramount concern and a security and access plan will be required prior to the start of any construction.

### SECTION IV – STATEMENT OF QUALIFICATIONS & EVALUATION CRITERIA

The JOC team will be selected through a qualifications based selection process. The City expects to award the project to the best valued Firm(s) based on the requirements in this solicitation. The Firm(s) selected for qualification will be the Firm whose qualification is responsive, responsible, and are 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 Firms based on the overall value of each qualification. The selection and evaluation will be based on the following criteria:

#### **A. Past Performance Information of the Firm and Key Personnel (30%)**

Past Performance Information is required for past projects/clients on both the firm(s) and key personnel. Each Proposing team entity is responsible for preparing a list of past clients and sending performance surveys to the past clients. The surveys will be returned directly to the City from the past clients, where they will be compiled into a database. Information on how to prepare the list of past clients and how to send out the surveys can be found in Attachment.



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Past performance information will be collected on the following entities:

JOC Firm(s)  
Construction Site Superintendent(s)

### **B. Value Added Plan & Subcontractor Selection Plan (30%)**

#### **1) Value Added Plan**

Each proposing team will submit a 2-page Value Added plan. A guide on how to prepare a Plan can be found in Attachment 3. The Plan must identify items/ideas that will be used to add value to the City and/or the Project(s).

#### **2) Subcontractor Selection Plan**

Firms are required to submit a two (2) page Subcontractor Pre-Qualification plan describing your subcontractor pre-qualification process as required per ARS 34-603 and ARS 41-2578, (qualifications based alone or qualification and price based). The Plan must not have any names in it (Firm, product, past project names, company letterhead, etc) the City's objective is to evaluate the plans without any bias. A format with additional information is provided in Attachment 3.

#### **3) Submittal Proposal Form- REQUIRED**

Attach the Submittal Proposal Form (Attachment 2) to the front of the Proposing team's Value Added Plan. This form will be used to maintain the anonymity of the Proposing teams in terms of plans and schedules. All proprietary information and personal names should be contained in the Proposal Form and shall include the following:

- Firm's name
- Critical Team Components names
- Individual project bonding capacity
- Total bonding capacity
- Amount of bonded contracts currently in process
- Firm's signature

### **C. Interview (40%)**

From the short listed Proposing teams, the City will interview, at a minimum, the Firm and Construction Site Superintendent(s), as submitted for the past performance references. Whoever is submitted as the past performance surveyed individual must be present at the interview. The City will not allow a personnel switch unless it is the best interest of the City.

- The City may ask for a list of past similar projects that any team members played a role in the project's design and/or construction.
- The City may interview all of the critical individuals of the shortlisted firms.



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- The City may interview individuals separately and/or as a group.
- Please make sure all proposed team members are available for interview on the date specified in this solicitation.
- No substitutes or proxies will be allowed. Individuals who fail to attend the interview may jeopardize the firm's competitiveness.

## SECTION V – PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held December 13, 2007 at 1:00 PM. The meeting location is the City of Peoria, Pine Room, located at the City Hall Building, 8401 W. Monroe Street, Peoria, Arizona 85345. Staff will 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.

### Critical dates

<b>Task</b>	<b>Date</b>
Pre-submittal Conference	December 13, 2007
Firms Submit Reference Lists	December 19, 2007
Surveys Due & Submittals Due	January 03, 2008
Interview (short-listed firms/individuals only)	January 24, 2008
Identification of Potential Best Value	January 25, 2008
Negotiations	January 29, 2008
Pre-Project Meeting	February 7, 2008

*Dates may be subject to change*

## SECTION VI - SUBMITTAL REQUIREMENTS

Five (5) copies of the SIQ (Proposal Form, Value Added Plan, and Subcontractor Pre-Qualification Plan must be enclosed in a sealed package marked as follows.

Submittals must be delivered to City of Peoria at 8314 W. Cinnabar St., Peoria, Arizona by **January 3, 2008 at 5:00 pm local time** on the submittal package, please display: the firm name and address, solicitation number, and/or project title:

**P08-0047, JOC for Water, Waste Water Treatment & Offsite Facilities Projects**

City of Peoria, Materials Management  
Attn: Peggy A. Ferrin, Contract Officer  
8314 W. Cinnabar St.  
Peoria, Arizona 85345

Questions regarding the City of Peoria's Job Order Contracting selection process should be directed to the Contract Officer, verbal inquiries, in person or by telephone, will not be



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answered. Within 72 hours following the pre-submittal conference, answers to all questions received will be faxed or emailed to all parties who obtained a SIQ package from the City and provided their contact information by registering as a plan holder at [www.peoriaz.gov](http://www.peoriaz.gov). Inquiries within 72 hours preceding the due date & time will not be addressed.

Direct all inquiries by mail, fax or Email to:

Peggy Ferrin, Contract Officer - City of Peoria

Phone: (623) 773-7780 FAX: (623) 773-7118

Email: [peggy.ferrin@peoriaaz.gov](mailto:peggy.ferrin@peoriaaz.gov)

Contact with City employees and consultants, associated with this work are not allowed and may be grounds for disqualification from the submittal process.

No faxed or electronic SIQ's will be considered. Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of SIQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirement
- Plans that contains names or information that can be used to identify the firm

**A. The Reference List,** shall all be emailed to [peggy.ferrin@peoriaaz.gov](mailto:peggy.ferrin@peoriaaz.gov) and [johnmichael@asu.edu](mailto:johnmichael@asu.edu), by the same due date and time as indicated above.

**B. Instructions:** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this Statement of Interest & Qualifications will be in the form of a published addendum.

**C. Contact:** Contact with staff, elected or appointed officials, or selection committee members concerning this SIQ, at any time, in any venue, is strictly prohibited and will be grounds for disqualification.

**D. Costs:** The City of Peoria will not be responsible for any costs incurred by any firm submitting a response to this notice. The City of Peoria 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.

**E. Pro-Forma Contract:** A copy of the City's JOC contract will be sent to short-listed firms with the interview invitation letter. Any exceptions to the contract as written may be expressed in writing and submitted for consideration at the time of the interview.

**F. Amendment Acknowledgement:** Firms shall acknowledge receipt of all solicitation amendments issued, by providing a signed copy of each Amendment with submittal of their proposal. <http://www.peoriaaz.gov/>





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**G. Special Requirements:** The Firm shall be required to use Peoria's SKIRE Unifier Project Management software for the duration of the construction and post constructions services.

### **SECTION VII – PERFORMANCE BASE SELECTION PROCESS**

The City of Peoria is applying Performance Based process to the Firm selection and implementation for the delivery of this project. The best value process consists of the following stages:

#### **A. Selection Phase**

The Selection phase of the best value process focuses on a Proposing team's ability to differentiate itself based upon the ability to add differential value to the City of Peoria and show a high level of past performance on behalf of other clients. The City has made the assumption that each Proposing team can deliver quality design and construction that will fulfill the needs. Instead of focusing on this minimum expectation, The City is allowing proposing teams to compete based on value and their ability to maximize satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow the City to make a data-based decision on which Firm is the best value for Water, & Waste Water Treatment & Offsite Facilities Projects. See section V (Statement of Qualifications & Evaluation Criteria) for evaluation criteria and proposal requirements.

#### **B. Short listing Occurs Based on the above Criteria**

The City of Peoria will shortlist and rank-order firms based on qualifications for selection of the Job Order Contractor. An Evaluation Committee will evaluate each responsive Statement of Qualifications (JOC) according to the Section IV Criteria. Once short listed, those Proposing teams will be interviewed.

#### **C. Interview**

From the short listed Proposing teams, the City will interview, at a minimum, the Firm and Construction Site Superintendent(s), as submitted for the past performance references. Whoever is submitted as the past performance surveyed individual must be present at the interview. The City will not allow a personnel switch unless it is the best interest of the City.

#### **D. Negotiations and Discussions**

The most qualified firm shall be prepared to commence discussions/negotiations with in 48 hours of notification. Should the negotiations fail, The City shall commence discussions with the next most qualified firm, in accordance with the Arizona Procurement Code.



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### **E. Preplanning**

Once the City has identified a potential best value Firm based upon the evaluation criteria, the identified the Firm will be offered a JOC and proceed into a Pre-Planning and Quality Control period prior to the award of the contract. The requirements of the Pre-planning and Quality Control period are listed in Attachment 4.

### **F. Quality Control**

A Quality Control Plan will include identifying potential Risks and minimization plans for all risks identified, including client generated risks, concerns, and issues. Firm will be expected to itemize what risks it controls and does not control. For those risks the Firm does not control, the Firm must propose a plan on how those risks will be minimized. This is the time for you to list any value you can add based on your experience. List requirements required from the City. This may include but not be limited to expectations, items or tasks.

After the Pre-planning and Quality Control period has fulfilled the needs and satisfaction of the City and the Firm, the Firm will be contracted. It is imperative that each Proposing team realize that what is written in the proposals and discussed in the interview will become part of the successful Proposing team's final contract.

The best value system is the Management by Risk Minimization and Performance Metrics for the life of the contract. The successful Proposing team will be evaluated on performance and risk level of the construction at the end of each project and at time of the contract extension.



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## ATTACHMENT 1 - City of Peoria

### How to Prepare a Reference List and How to Prepare and Send Performance Surveys

#### Overview

The objective of this process is to identify the past performance of a Firm and key components of their team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to The City of Peoria, and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process.

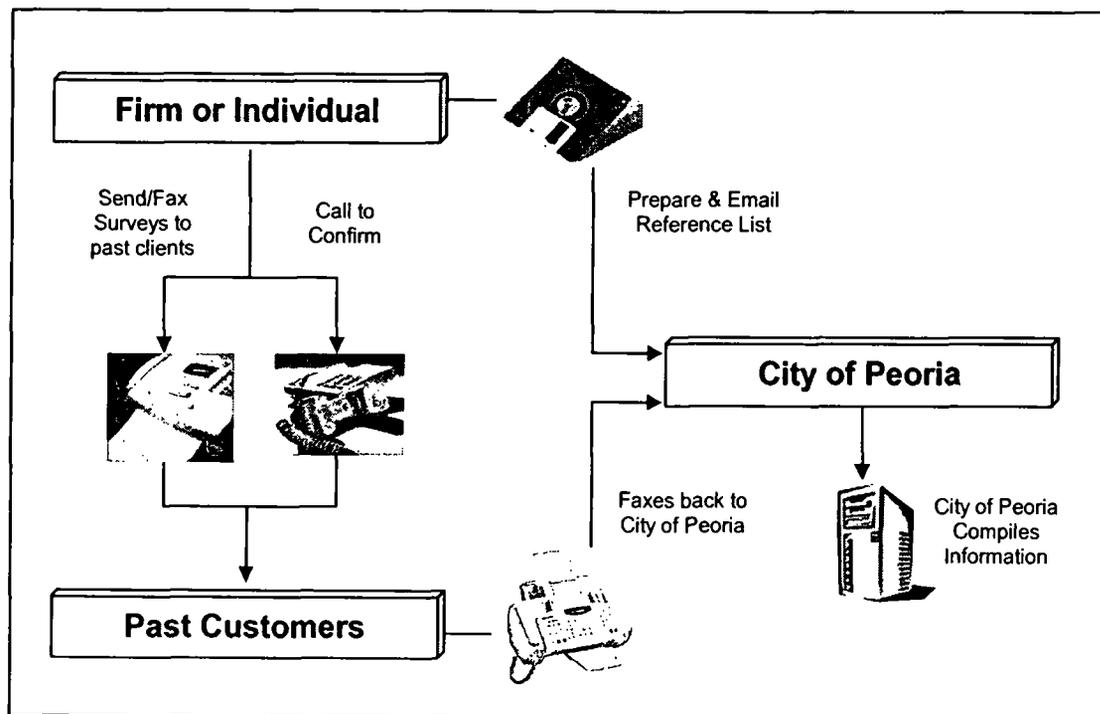


Figure 1: Survey Process



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## Section A – How to Create and Submit a Reference List

1. All key components of the Design-Build Team must create a list of past clients that will evaluate their past performance. This will be referred to as a “**Reference List**”.
2. The following are the critical components that will be evaluated:

Key Component	Minimum Number of Surveys	Maximum Number of Surveys
The JOC Firm/Team (see Item 3 below)	1	25
Construction Site Superintendent(s)	1	10

3. The number of surveys returned for each entity will be averaged. The average number of surveys that will be counted is 25 (these will be averaged), and 10 (ten) for each individual (Construction Site Superintendent). The minimum number of past projects is 1 (one) for each key component.
4. The Firm is responsible for selecting their team and for the performance of their team.
5. The reference list should include the firms/individuals “best” projects. Credit will be given to firms with more high performing surveys.
6. A Reference List template is available and can be downloaded at [www.pbsrg.com](http://www.pbsrg.com) (click on “PIPS”, then click on “City of Peoria”).
7. The Reference List must include the following (**All fields are required!** If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
DATE COMPLETED [MM/DD/YYYY]	Date when the project was completed. (i.e. 5/31/1995)
COST OF PROJECT	Awarded cost of project (\$50,000)
PROJECT TYPE	JOC

8. The data in the reference list must be submitted in electronic format on an MS Excel spreadsheet file. The file must be e-mailed to Peggy Ferrin at [peggy.ferrin@peoriaaz.gov](mailto:peggy.ferrin@peoriaaz.gov) and [johnmichael@asu.edu](mailto:johnmichael@asu.edu). The data must be complete and accurate. (The format of the file is shown below in Figure 2).



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- 9. The Firm is responsible for verifying that their (and their key components) information is accurate prior to submission.
- 10. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

	A	B	C	D	E	F	G	H	I
1	CODE	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED	COST OF PROJECT	PROJECT TYPE
2	1	Rob Jones	555-555-9876	555-555-9876	Arcadia University	Recreational Field	5/1/2001	\$200,000	DBB
3	2	Tim Kline	555-555-6321	555-555-6321	Micro Chips	Outdoor Park Ramada	7/8/1995	\$2,000,000	DBB
4	3	Susan Robertson	555-654-9876	555-654-9877	Tempe College	Football Stadium	1/2/2002	\$100,000,000	DB
5	4	Tom Chapman	555-987-6545	555-987-6546	Phoenix Park	7th Ave & Campbell	6/4/1999	\$35,000	CMAR
6	5	Wendy Smith	555-865-5987	555-865-5988	Biltmore Plaza	Window Replacement	3/7/2003	\$50,000	CMAR
7									

Figure 2: Example of Reference List

- 11. The past projects (on the reference list file) do not have to be similar to the type of project being bid.
- 12. The past projects must be completed past projects all they way through construction (no on-going or substantially complete projects).
- 13. The past client must evaluate and complete the survey.
- 14. All key components on the JOC Team must submit their individual reference lists as separate MS Excel files. There must be a separate MS Excel file for each company and individual participating in the process. Name the file by the company name or the individual name. Figure 3 shows a sample of the MS Excel files that must be on the CD disk delivered to the City.

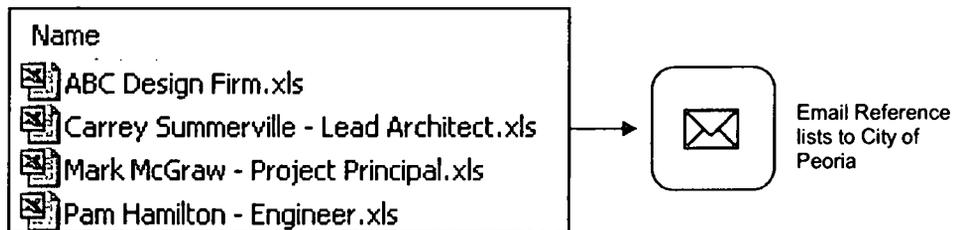


Figure 3: Submit separate MS Excel files for each component

- 15. Each key component should inform their past clients about the survey and the deadline for submission of the information. The City may contact the references for additional information. If the reference cannot be contacted, there will be no credit given for that reference.



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## Section B - How to Create And Send Out Surveys

1. Each key component is responsible for sending out a Survey Questionnaire to each of their past clients. The questionnaire is provided in this document.
2. Each key component should enter the Survey ID (Code), past clients contact information, and project information on each survey form for each reference. The team member should also enter the name of the firm and/or individual being surveyed.
3. All the information on the survey form must match the reference information in the excel file (see Figure 5).

Attachment 4 - Reference List and Company Profile (Construction)

	A	B	C	D	E	F	G	H	I
	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT
1									
2	1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	\$36,589
3	2	George	Johnson	549-795-9654	549-795-9655	City of Mesa	Police Building 2	6/8/1999	\$452,389
4	3	Phil	McGill	458-965-7852	458-965-7853	City of Mesa	Cafeteria #1	7/6/1980	\$12,648
5									\$154,893
6	5	Bob	Hardy	658-965-8965	658-965-8966	ADOT	Stapley Road Overpass	1/5/2002	\$15,648
7	6	Mitchell	Adams	458-965-8523	458-965-8524	City of Gilbert	Road Renovation	5/4/2003	\$4,865,923
8	7	Bill	Robinson	486-965-8523	486-965-8523	City of Phoenix	Street Light Installation	7/2/1990	\$456,876

Survey ID: 3

To: **Phil McGill**  
*(Name of person completing survey)*

Phone: **458-965-7852** Fax: **458-965-7853**

Subject: Past Performance Survey of: **ABC Electrical Contractor**  
*(Name of Company)*

**Mark McGraw (PM), Pam Hamilton (SS)**  
*(Name of Individuals)*

A Client is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the client in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: **City of Mesa**

Project Name: **Cafeteria #1**

Project Completion Date: **7/6/1980**

4. Do not list more than one individual for the same position (i.e. If Joe Smith was a Project Manager on the project, you cannot list another individual as a Project Manager on that same project).



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5. Each key component on the JOC Team is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey back to the City. The survey must be sent directly from the past client to the City fax number on the bottom of the evaluation survey form. Be sure to indicate to your clients the due date when the survey should be faxed in to The City.
  
6. The City may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.



# REQUEST FOR QUALIFICATIONS

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## Performance Evaluation (Construction Services)

Survey ID

To:

\_\_\_\_\_  
*(Name of person completing survey)*

Phone:

Fax:

Subject: **Past Performance Survey of:**

\_\_\_\_\_  
*(Name of Company being evaluated)*

\_\_\_\_\_  
*(Name of Individual being evaluated)*

The City of Peoria is implementing a process that collects past performance information on contractors and their key personnel. The information will be used to assist the City in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name:

Project Name:

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

Please fax the completed survey, no later than 5:00pm January 3, 2008 by close of business, to my attention, Peggy Ferrin at 623.773.7118.



# REQUEST FOR QUALIFICATIONS

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8314 West Cinnabar Street  
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Phone: (623) 773-7115  
Fax: (623) 773-7118

## PROPOSAL FORM

This form must be completed and stapled to the Value Added Plan, and the Subcontractor Selection Plan as part of your submittal.

### PPI Checklist:

- All reference lists have been submitted to the city.
- Surveys have been distributed to the past clients on the reference lists.
- The surveys have been completed and turned in to the City by the past clients.

### VA Checklist:

- The Value Added Plan is stapled to this form.
- The Value Added Plan is 2 pages or less and is in the required format.
- The Value Added Plan does NOT contain any names, past projects, or information that may identify the contractor or critical team members.

### Subcontractor Selection Plan Checklist:

- The Subcontractor Selection Plan is stapled to this form.
- The Subcontractor Selection Plan is no longer than 1 page.
- The Subcontractor Selection Plan does NOT contain any names, past projects, or information that may identify the contractor or critical team members.

Individual project bonding capacity: \$ \_\_\_\_\_

Total bonding capacity: \$ \_\_\_\_\_

Amount of bonded contracts currently in process: \$ \_\_\_\_\_

The Value Added Plan & Sub Contractors Plan should be attached to this form. The Value Added Plan must NOT contain any information that may identify the Firm or critical team members.

-----

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Printed Name of Firm Representative

\_\_\_\_\_  
Signature of Firm Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date



## REQUEST FOR QUALIFICATIONS

P08-0047

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### ATTACHMENT 3 Value Added Plan Guide

Firms should identify any value added options or differentials that they are proposing, and include a short description of how it can add value to the project. Identify if the items will increase or decrease cost (expressed as a percentage, plus or minus), or expectation. You may add/delete/modify the value tables below as necessary.

The Value Added plan is used to:

Identify if a construction manager can quickly calculate the risks of a project in terms of cost, time and expectation of quality and performance.

Provide high performing firms the opportunity to differentiate themselves from their competitors due to their experience and expertise.

Minimize the effort of experienced companies who are competing for the project.

Firms should keep in the mind that the VA Plan is only one step in the selection process. If all the VA Plans are the same, the plan will have little impact in the selection (other factors, such as past performance and interview will dictate the selection). The VA Plan will become part of the contract.

#### Value Added Plan Format

The format for the plan is attached and should clearly address the following items:

1. List and prioritize major risk items that are unique to Water, Waste Water Treatment & Offsite Facilities Projects. This includes areas that may cause the projects to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner.
2. Explain how the Firm will avoid / minimize the risk. If the Firm has a unique method to minimize the risk, they should explain it in non-technical terms.
3. Propose any options that could increase the value (expectation or quality) of their work.

In order to minimize any bias by the evaluation committee, the Plans must not contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). The Plans should not contain any marketing information.

The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the plan should be a brief and concise overview of the Value Added to the project. The plan must not exceed 2 pages.



# REQUEST FOR QUALIFICATIONS

P08-0047

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Fax: (623) 773-7118

## Value Added Options

Item 1:			
Impact Cost (%):		Impact Schedule (Days):	

Item 2:			
Impact Cost (%):		Impact Schedule (Days):	

Item 3:			
Impact Cost (%):		Impact Schedule (Days):	

Item 4:			
Impact Cost (%):		Impact Schedule (Days):	

Item 5:			
Impact Cost (%):		Impact Schedule (Days):	



# REQUEST FOR QUALIFICATIONS

P08-0047

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Fax: (623) 773-7118

## ATTACHMENT 4 Pre Award Phase Guide

### Pre Award Phase

The Pre Award Phase is carried out prior to the signing of the contract. The client's objective is to have the project completed on time, without any change orders, and with high customer satisfaction. At the end of the project, the client will evaluate the performance of the Firm based on these factors, so it is very important that the Firm preplans the project to ensure there are no surprises.

It is the Firm's responsibility to ensure it understands the client's subjective expectations. It is not the client's responsibility to ensure that the Firm understands what their expectations are. The Firm is at risk, and part of the risk is understanding the client's expectations.

The Pre Award Phase provides the Firm with a final opportunity to protect itself, by allowing the Firm to carefully pre-plan the project before an award is made. The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Firm.

In many cases, one of the Firm's biggest risks (in terms of delivering on-time and with no change orders) is the client. Therefore, it is in the Firm's best interest to identify any issues or concerns ahead of time during the pre-award period. The Firm should minimize their risk by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing.

### Pre Planning and Coordination

Once you are notified that you are the potential best-valued Firm, you will receive the following documents:

- A copy of your interview statements (if applicable)
- A list of any client issues or concerns

A short video tutorial is also available online ([www.pbsrg.com](http://www.pbsrg.com)), which provides information on the Pre Award Phase. It is strongly suggested that you watch the video and perform the following functions:

- Coordinate with all parties that will be involved with the project. Identify what concerns they have and determine solutions to resolve their concerns. This may include consultants, subcontractors, and material suppliers (to ensure that there are no inconsistencies with the requirements or delivery schedules.)
- Identify where the risk lies on the project and double check to make sure that all identified risks can be minimized.
- Identify any actions required by the client or client's representatives.



## REQUEST FOR QUALIFICATIONS

P08-0047

**Materials Management  
Procurement**  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### The Quality Control Plan

The objective of the Firm's Quality Control (QC) plan is to identify risk that the Firm does not control or risk that is impacted by factors that the Firm does not control. The Firm must also identify how they will attempt to minimize the risk.

*If the Firm does not identify the risk that they do not control, then the Firm is stating the risk (stated or not stated) is under their control and a part of their contract to meet the intent of the client.*

If there is anything wrong with the specifications, it is the responsibility of the Firm to identify if they cannot meet the requirement. The Firm must identify if they cannot understand or cannot meet the requirement. This is performed during the Pre Award Period. Any issues must be put in writing. If it is not identified, it is the Firm's responsibility to meet the intent of the client.

One of the objectives of best value procurement is to hire a Firm who is representing the client's best interest. The ability to minimize risk that the Firm does not control is the differentiating factor among performing Firms. It is important to realize that it is not the responsibility of the Firm to overcome the risk, but merely to attempt to minimize the risk through logical, documented, and effective effort.

Another input to the quality control plan is the concerns of the client. The identification of these concerns is more of a clarification of the understanding of the client's intent in the best value process. It in no way changes the technical scope or amount of work of the Firm, but merely confirms that the Firm has understood the intent of the client. This is one of the major objectives of negotiation, to confirm that the Firm who is being hired understands the client's intent.

The QC Plan must include the following items as a minimum:

1. A complete project schedule. This must include:
  - A detailed breakdown of all project activities (including time to obtain the contract, permits, punch lists, final walk through, and final payment)
  - All significant activities that require actions by the client
2. A list of client action items (or actions required from the client's representatives). This must include what the action is, a due date, and a person that is responsible for making the decision, and a proposed decision or best option.
3. A complete list of factors which are outside the control of the Firm. This should include the following:
  - a. Identify what the action or risk is
  - b. Identify what the Firm has done, or will do, to minimize the risk
  - c. Identify what may happen if the risk still occurs
  - d. Identify what actions the client should take to minimize the risk



## REQUEST FOR QUALIFICATIONS

P08-0047

Materials Management  
Procurement  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### Pre Award Meeting

The pre award meeting is held at the end of the pre award period and is used to present a summary of what was developed and agreed upon during the pre award period.

The pre-award meeting is not a question and answer session. The Firm must not wait for the meeting to ask questions. All coordination and planning with the client and designer should be done prior to the meeting (during the pre-award period). The meeting is only to summarize what the solutions are to any issues/risks brought up.

The Firm should give a presentation, which walks the client through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Firm should bring their team and all the documents specified in the Quality Control Plan. The Firm should come with documents explaining what the client is responsible for in this project and should identify exactly what they want from the client with due dates. The Firm must convince the client that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting (presentation and meeting minutes) will become part of the contract along with the other documents stated in the Pre-Award Document.

***REMEMBER:*** *The Pre Award Phase provides the Firm with a final opportunity to protect itself, by allowing the Firm to carefully pre-plan the project before an award is made. If the Firm does not identify a risk or risks that they do not control, then the Firm is stating the risk (stated or not stated) is under their control and a part of their contract to meet the intent of the client.*



# REQUEST FOR QUALIFICATIONS

P08-0047

**Materials Management Procurement**  
8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

### PROPOSAL FORM

This form must be completed and stapled to the Value Added Plan, and the Subcontractor Selection Plan as part of your submittal.

Name of JOC Firm (Contractor):  
Name of Contract Manager:

Quest Civil Constructors, Inc.  
Nick Mason

#### PPI Checklist:

- All reference lists have been submitted to the city.
- Surveys have been distributed to the past clients on the reference lists.
- The surveys have been completed and turned in to the City by the past clients.

#### VA Checklist:

- The Value Added Plan is stapled to this form.
- The Value Added Plan is 2 pages or less and is in the required format.
- The Value Added Plan does NOT contain any names, past projects, or information that may identify the contractor or critical team members.

#### Subcontractor Selection Plan Checklist:

- The Subcontractor Selection Plan is stapled to this form.
- The Subcontractor Selection Plan is no longer than 1 page. (2 pages as listed on page 6 of the Solicitation and confirmed in presubmittal meeting on December 13, 2007 - krb)
- The Subcontractor Selection Plan does NOT contain any names, past projects, or information that may identify the contractor or critical team members.

Individual project bonding capacity:	<u>\$25,000,000</u>
Total bonding capacity:	<u>\$40,000,000</u>
Amount of bonded contracts currently in process:	<u>\$ 6,380,000</u>

The Value Added Plan & Sub Contractors Plan should be attached to this form. The Value Added Plan must NOT contain any information that may identify the Firm or critical team members.

Quest Civil Constructors, Inc.

Name of Company

Howard Birch

Printed Name of Firm Representative

Signature of Firm Representative

1903 W. Parkside Lane, Suite 100

Street Address

Phoenix, Arizona 85027

City / State / Zip

623.581.9700

Phone

623.581.9710

Fax

January 3, 2008

Date

Addendum No. 1 - Received November 29, 2007 - Copy Attached



# REQUEST FOR QUALIFICATIONS

P08-0047

## Materials Management Procurement

8314 West Cinnabar Street  
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### ATTACHMENT 3 - Value Added Plan

<b>Item 1: Design Phase Participation</b>	Involving our Team at the inception of each Job Order will increase the City's internal and external procurement efficiency by allowing us to provide value added services including design, value engineering and constructability reviews, identification of alternate approaches, pre-planning and scheduling. Since long lead equipment and material can often control the completion date of a Job Order, we will, when appropriate, make recommendations to reduce the overall duration by issuance of a separate procurement Job Order, or alternatively, a direct City purchase order which would reduce Job Order Contractor markup expense. We also have the ability to provide our clients complete Job Order Guaranteed Maximum Price (GMP) proposals based on preliminary and conceptual scopes of work and recently provided a GMP proposal for a wastewater treatment plant odor control system based on a single conceptual drawing in less than a week. Our Project Leader is the City's primary contact and has overall responsibility for the development of the GMP <i>and</i> execution of the construction of each Job Order, thus providing the City a single point of contact that maintains continuity, streamlines communication and increases the overall efficiency of the entire process.
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<b>Impact Cost (%):</b>	<i>Reduced City Procurement Expenses</i>	<b>Impact Schedule (Days):</b>	<i>Reduced Job Order Duration</i>
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<b>Item 2: Job Order Coordination</b>	We will reduce the City's management and inspection efforts by taking a leadership role and assuming responsibility for the entire Job Order coordination process. Our coordination approach is founded on the concepts of regular communication, collaboration, cooperation, mutual respect, trust, making and meeting commitments, providing an Open Book process, demonstrating the proficiency and proven performance of our construction professionals and, most importantly, assuming the City's risk for the cost of construction and scheduled completion of the Job Orders. At the inception of each Job Order, we will facilitate a Job Order Coordination Meeting to develop a detailed task assignment matrix which will include assignments for all stakeholders. Our Project Leader will facilitate this meeting where we will determine City expectations, identify stakeholder concerns, discuss roles and responsibilities, define design phase services, develop a communication plan, review operational issues and regulatory requirements, set milestones and determine preliminary schedules.
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<b>Impact Cost (%):</b>	<i>Reduced City Management Expenses</i>	<b>Impact Schedule (Days):</b>	<i>Reduced Job Order Duration</i>
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<b>Item 3: Emergency Response</b>	The City's facilities may occasionally have emergency repair needs to prevent personal, property or environmental damage, maintain critical facility operation and ensure regulatory compliance. We will provide the City 24 hour/day 7 day/week emergency contact information for all our Team members, including our Principals, and we are prepared to respond immediately to all emergency situations.
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<b>Impact Cost (%):</b>	<i>No Additional Cost</i>	<b>Impact Schedule (Days):</b>	<i>Immediate Response</i>
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<b>Item 4: Minimizing Job Order Schedule Risks</b>	The duration of most Job Orders is often short in comparison to traditional construction projects, therefore, we use a systematic <i>four step</i> pre-planning and scheduling system throughout the Job Order process. We create a detailed list, the <i>Master Work Item Report</i> , updated weekly, of every individual construction, contractual and administrative task required to complete the Job Order. Each week our Team incorporates the tasks taken from the Master Work Item Report into the <i>Three Week Schedule</i> . We prepare <i>Detailed Activity Work Plans</i> for all major tasks, for example, the installation of a new pump system. These step by step plans are the heart of our process and are the key to improving Job Order efficiency and mitigating schedule delay risks. By addressing labor, equipment and subcontractor resources, Maintenance of Plant Operations (MOPO) requirements, quality, safety and environmental concerns we determine <i>what</i> tasks need to be accomplished, <i>when</i> the tasks will be completed and <i>who</i> is going to be accountable for task performance. The <i>Job Order Schedule</i> , updated monthly, is prepared using Primavera scheduling software.
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<b>Impact Cost (%):</b>	<i>Job Order Cost Reduction</i>	<b>Impact Schedule (Days):</b>	<i>Mitigate Completion Delays</i>
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<b>Item 5: Maintaining Ongoing Facility Operations</b>	Two of the most critical aspects of performing work at existing City facilities are maintaining ongoing operations and regulatory compliance. Our Team will determine and address the critical operational and regulatory requirements for existing facilities based on information obtained at the Job Order Coordination Meeting and we will develop a MOPO for any activity that impacts ongoing water or wastewater operations. The MOPO, which is reviewed with the Engineer and City operations personnel prior to construction, is a detailed step by step plan that will ensure minimal operational impact and maintain ongoing regulatory compliance. The construction process will be expedited through the use of additional crews, multiple shifts, weekend and/or night work as required to minimize facility impacts.
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Impact Cost (%):	<i>No Additional Cost</i>	Impact Schedule (Days):	<i>Reduced Job Order Duration</i>
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<b>Item 6: Maximizing Job Order Quality &amp; City Satisfaction</b>	To improve Job Order quality, avoid surprises and minimize cost and schedule risk, we will conduct surveys of existing City facilities during the design phase which include, when applicable, reviewing record documents, verifying utility connection requirements, materials and types, locating underground facilities and utilities through vacuum excavation methods, determining soil conditions, making recommendations regarding the routing of new utility lines and facilities and verifying field dimensions. Additionally, our Team will provide recommendations for material and equipment requirements relating to cost savings, long lead delivery, green building material options, alternate equipment selection and coordination of interfacing and connecting features to other trades. The commissioning and startup of water and wastewater systems will be based upon a detailed plan addressing shut downs, allowable down time durations, switch over requirements, temporary facilities, performance testing and final operational checks that will be coordinated and scheduled with City operations personnel. Further, in conjunction with appropriate manufacturer's representatives, training for City personnel will be implemented after obtaining relevant input and feedback from the operations staff. Complete and accurate training plans, operations and maintenance documentation and as constructed record documents will be provided as applicable.
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Impact Cost (%):	<i>No Additional Cost</i>	Impact Schedule (Days):	<i>No Schedule Impact</i>
------------------	---------------------------	-------------------------	---------------------------

<b>Item 7: Maintaining Positive Public Relations</b>	We will demonstrate our commitment to a "good neighbor" approach by planning for and properly addressing City work hour restrictions, traffic control, signage, construction fencing, site security and cleanliness, safety, dust management, noise control, quick restoration of pavement and landscaping disturbed by construction and consideration of special City events. Concerns raised by the public will be addressed promptly and the City will be kept informed of issues brought to our attention. When necessary, the services of a professional public relations firm will be provided to interface with the surrounding neighbors and community to communicate accurate information regarding construction activities through the use of a 24 hour hotline, newsletters, door hangers and one-on-one discussions. Notification materials will be provided in both English and Spanish.
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Impact Cost (%):	<i>Generally &lt; 1% of Job Order Cost</i>	Impact Schedule (Days):	<i>No Schedule Impact</i>
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<b>Item 8: Job Order Contract – Water &amp; Wastewater Experience</b>	Throughout our history, we have provided preconstruction and construction services for well sites, water storage reservoirs, water booster and pressure reducing stations, water and sewer line relocations and installations, water treatment facilities, wastewater treatment plants, sewer lift and metering stations and facility security improvements. Projects at these types of facilities represented 97% of our 2007 revenues. Additionally, 86% of our 2007 revenues were earned from the completion of Job Orders. In the past two and a half years our Team has performed 82 Job Orders ranging in value from \$9,000 to nearly \$2,000,000 for the rehabilitation and improvement of water and wastewater facilities. We maintain both ROC Class A and KB-01 contractor licenses which allows us to perform engineering and building related construction that is often required by the nature of Job Order projects.
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Impact Cost (%):	<i>No Additional Cost</i>	Impact Schedule (Days):	<i>No Schedule Impact</i>
------------------	---------------------------	-------------------------	---------------------------

<b>Item 9: Minimizing Job Order Cost Risks</b>	Our Team will minimize Job Order cost risk by determining the City's expectations and taking an active role in the development of a clear, specific and detailed Job Order scope. Throughout the development of the GMP Proposal we will identify, evaluate and address the various Job Order risks, including those which can be controlled and those which can not be controlled. Each Job Order GMP will be developed on an Open Book basis and all information including cost and man-hour estimates, material and subcontractor quotes, construction equipment utilization, assumptions, quantity take offs and other related project documents are made available to the City for review.
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Impact Cost (%):	<i>Job Order Cost Reduction</i>	Impact Schedule (Days):	<i>Mitigate Completion Delays</i>
------------------	---------------------------------	-------------------------	-----------------------------------



# REQUEST FOR QUALIFICATIONS

P08-0047

## Materials Management Procurement

8314 West Cinnabar Street  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
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## SUBCONTRACTOR SELECTION PLAN

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 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. Our Subcontractor Selection Plan, which complies with Arizona Revised Statutes – Titles 34 and 41, is currently used on all our ongoing Agency Job Order Contracts and is administered and managed by our Project Leader.

### Qualification Based Selection Process

#### Step 1 – Qualifications

**Statement of Qualifications Criteria** – We strive to pre-qualify a minimum of three (3) firms for each trade subcontractor, supplier and consultant, including, when feasible, certified M/W/D/SBE firms, using the following Statement of Qualifications (SOQ) format.

1. **Company Management and Capability**
  - a. Company information
  - b. Management and key personnel experience, including resumes
  - c. Organizational chart
  - d. Alternate Project Delivery Method experience
  - e. Pre-construction services experience
  - f. Similar project experience, including project profile, contract value and construction dates
2. **Company Capacity**
  - a. Ability to obtain payment and performance bonds, bonding capacity and rates, if required
  - b. Ability to obtain necessary insurance coverage
  - c. Bank reference(s)
  - d. Summary of employee training provided
  - e. Summary of employee benefits provided
  - f. M/W/D/SBE certification status
3. **Project Understanding**
  - a. Identification of key Project issues and challenges, based on preliminary trade scope package
  - b. Required contractor and/or other professional licenses, registrations and certifications
4. **Safety Program**
  - a. Maintenance of a formal safety program that is accessible to the onsite employees
  - b. Written substance abuse policy
  - c. Three (3) year history for Workmen's Compensation Experience Modification Rate (EMR)
  - d. Five (5) year history of OSHA violations
  - e. Designation of a site safety representative with First Aid and CPR training
5. **Reference Forms**
  - a. Three (3) references for similar past projects

**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 Leader 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).

1. **Price Proposal Packages**
  - a. Identify bid submission due date, time and location
  - b. Identify any special instructions and/or requirements for the Price Proposal
  - c. Identify clearly defined scope and Price Proposal forms for each trade package
  - d. Conduct pre-proposal meeting, if required, to review scope, schedule and special considerations
  - e. Coordinate with the Engineer and City, if necessary, regarding technical questions from subcontractors, suppliers and consultants

**Price Proposal Review** – The Price Proposals are reviewed as follows.

1. **Opening and Review of Price Proposals**
  - a. Price Proposals will be collected at the specified location, date and time
  - b. Price Proposals will be opened and confirmation of compliance with instructions and requirements will be verified
  - c. Summarize Price Proposals, including firm name, M/W/D/SBE status and amount
  - d. Perform final evaluation of Price Proposals
  - e. Enter into contracts as required
  - f. Maintain "Open Book" Subcontractor Selection process with Engineer and City

---

### **Minority, Woman, Disadvantaged and Small Business Enterprise Program (M/W/D/SBE)**

Our Company has an outstanding history with M/W/DBE firms and programs for Public Agencies and has always met or exceeded the minimum participation goals. Though the City of Peoria does not have specific goals, we are committed to continue to set an example of how to utilize M/W/D/SBE subcontractors, suppliers and consultants.

Certified M/W/D/SBE firms are regularly contacted and are requested to submit Statements of Qualifications and Price Proposals. We are willing and able to provide assistance to M/W/D/SBE firms as may be required in preparing their SOQ, including efforts in obtaining bonding, insurance requirements, project scope review and understanding and compilation of other required information.

---

### **Engineering Firms**

We have several teaming arrangements and long established relationships with local water and wastewater resource engineering firms and have provided Professional Engineering services on many of our client's Job Orders. These design services have encompassed civil, mechanical, electrical and specialty features for all types of water and wastewater facilities. Engineering Firms are selected through the process outlined above.



### SOLICITATION AMENDMENT

#### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P08-0047  
Description: JOC for Water, Waste Water Treatment & Offsite Facilities Projects  
Amendment No: Amendment # One (1)  
Solicitation Due Date: January 3, 2008  
Solicitation Due Time: 5:00 PM Arizona time

Buyer: Peggy Ferrin, Ext. 7780

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

#### SECTION V - CRITICAL DATES

##### DELETE: Critical dates

Task	Date
Pre-submittal Conference	December 13, 2007
Firms Submit Reference Lists	December 19, 2007
Surveys Due & Submittals Due	January 03, 2008
Interview (short-listed firms/individuals only)	January 24, 2008
Identification of Potential Best Value	January 25, 2007
Negotiations	January 29, 2007
Pre-Project Meeting	February 7, 2007

##### REPLACE: Critical dates

Task	Date
Pre-submittal Conference	December 13, 2007
Firms Submit Reference Lists	December 19, 2007
Surveys Due & Submittals Due	January 03, 2008
Interview (short-listed firms/individuals only)	January 24, 2008
Identification of Potential Best Value	January 25, 2008
Negotiations	January 29, 2008
Pre-Project Meeting	February 7, 2008

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

Vendor hereby acknowledges receipt and agreement with the amendment.

HBirch January 3, 2008  
Signature Date

Howard L. Birch, President  
Typed Name and Title

Quest Civil Constructors, Inc.  
Company Name

1903 W. Parkside Ln., Ste#100  
Address

Phoenix AZ 85027  
City State Zip

The above referenced Solicitation Amendment is hereby Executed

November 29, 2007

at Peoria, Arizona

Peggy Ferrin  
Peggy A. Ferrin  
Contract Officer



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P08-0047A** Page 1 of 3  
Description: JOC for Water, WWTreatment & Offsite Facilities  
Amendment No: One (1) Date: 12/15/2008

Buyer: Peggy Ferrin

Article 16, Contract Standard Terms and Conditions, is amended to reflect the following changes: Paragraph 16.4, Applicable Law; Paragraph 16.17, Right to Audit Records; and Paragraph 16.27, Public Record, are hereby deleted and replaced with the following:

**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).

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

*HBirch*

12/23/08

Howard Birch, President

Quest Civil Constructors, Inc

Signature

Date

Typed Name and Title

Company Name

1903 W. Parkside Lane, Suite 100

Phoenix

AZ

85027

Address

City

State

Zip Code

Attested by:

*Mary Jo Kief*  
Mary Jo Kief, City Clerk

*Javier Setovich*  
Javier Setovich, Construction Superintendent

*Peggy Ferrin*  
Peggy Ferrin, OPPB, Contract Officer

Ellen Van Riper, Assistant City Attorney

*Stephen M. Kemp*  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
12/23/09, at Peoria, Arizona.

*Herman F. Koebergen*  
Herman F. Koebergen, Materials Manager



CC Number

ACON25008A  
Contract Number:

Official File

City Seal

**A CON 25008A**



# CONTRACT AMENDMENT

Solicitation No: **P08-0047A** Page 2 of 3  
Description: JOC for Water, WWTreatment & Offsite Facilities  
Amendment No: One (1) Date: 12/15/2008

## Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Buyer: Peggy Ferrin

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

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

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

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

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



## CONTRACT AMENDMENT

Solicitation No: **P08-0047A** Page 3 of 3  
Description: JOC for Water, WWTreatment & Offsite Facilities  
Amendment No: One (1) Date: 12/15/2008

### Materials Management Procurement

8314 W. Cinnabar Ave.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Buyer: Peggy Ferrin

**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.

**16.27 PUBLIC RECORD:** 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.

All other provisions of the contract remain in their entirety.



# CONTRACT AMENDMENT

## Materials Management Procurement

8314 W Cinnabar Ave  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No **P08-0047A** Page 1 of 3  
Description JOC for Water, WWTreatment & Offsite Facilities  
Amendment No Two(2) Date 3/25/2009

Buyer Peggy Ferrin

### This Contract is amended as follows:

Article 16, Contract Standard Terms and Conditions, is amended to reflect the following changes Paragraph 16 5, Use of American Iron, Steel, and Manufactured Goods, Paragraph 16 6, Davis-Bacon Act - (40 U S C §276a-276a-5) Paragraph 16 7, ARRA Sec 1606 Davis-Bacon Act

**16.5** 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

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

*HBirch*

*4/2/09*

Howard Birch, President

Quest Civil Constructors, Inc

Signature

Date

Typed Name and Title

Company Name

1903 W Parkside Lane, Suite 100

Phoenix

AZ

85027

Address

City

State

Zip Code

Attested by

*Mary Jo Kief*

Mary Jo Kief, City Clerk

*Shawn Kreuzwiesner*  
Shawn Kreuzwiesner, Utilities Engineering Manager

*Peggy Ferrin*  
Peggy Ferrin, CPPB, Contract Officer

*Ellen Van Riper*  
Ellen Van Riper, Assistant City Attorney

Approved as to Form *Stephen M Kemp*, City Attorney

The above referenced Contract Amendment is hereby Executed  
*4/7/09*, at Peoria, Arizona

*Herman F Koebergen*  
Herman F Koebergen, Materials Manager



City Seal

CC Number

ACON25008B  
Contract Number

Official File



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
8314 W Cinnabar Ave  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Solicitation No **P08-0047A** Page 2 of 3  
Description JOC for Water, WWTreatment & Offsite Facilities  
Amendment No Two(2) Date 3/25/2009

Buyer Peggy Ferrin

- 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

**16.6 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



## CONTRACT AMENDMENT

Solicitation No **P08-0047A** Page 3 of 3  
Description JOC for Water, WWTreatment & Offsite Facilities  
Amendment No Two(2) Date 3/25/2009

### Materials Management

### Procurement

8314 W Cinnabar Ave  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Buyer Peggy Ferrin

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

**All other provisions of the contract remain in their entirety**



# CONTRACT AMENDMENT

Solicitation No: P08-0047A Page 1 of 1  
 Description: Water, Waste Water Treatment and Offsite  
 Facilities Projects  
 Amendment No: **Three (3)** Date: 4/7/2009

**Materials Management  
 Procurement**  
 8314 W. Cinnabar Ave.  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Buyer: Peggy Ferrin

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 04/18/09. **CONTRACT EXTENSION ONE**

**Contract Term: 04/19/09 to 04/18/10**

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

*HBirch*  
Signature

4/17/09  
Date

Howard Birch, President  
Typed Name and Title

Quest Civil Constructors Inc.  
Company Name

1903 W. Parkside Lane, Ste. 100  
Address

Phoenix  
City

AZ  
State

85027  
Zip Code

Attested by:

*Mary Jo Kief*  
Mary Jo Kief, City Clerk

Requested by:

*Ellen Van Riper*  
Recommended by:

**Ellen Van Riper, Assistant City Attorney**

*Stephen M. Kemp*  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
April 29, 2009, at Peoria, Arizona.

*Herman F. Koebergen*  
Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/01/08)

CC Number  
 ACON25008C  
 Contract Number:  
 Official File

**SCANNED**

**A CON 25008C**



# CONTRACT AMENDMENT

**Materials Management Procurement**  
 8314 West Cinnabar Avenue  
 Peoria, Arizona 85345-6560  
 Phone: (623) 773-7115  
 Fax: (623) 773-7118  
 Buyer: Lisa Houg, CPPB

Solicitation No.: P08-0047A  
 Description: JOC – Water, Waste Water Treatment and Offsite Facilities Projects  
 Amendment No.: Four (4) Date: 06/17/2009

The above referenced contract is hereby amended as follows:

I. **Special Provisions** are added to comply with the Requirements for Contracts Utilizing Federal American Recovery and Reinvestment Act of 2009 (ARRA) – WIFA Funding. These Special Provisions replace the previous sections that were added in Contract Amendment #2 (Sections 16.5, 16.6 & 16.7).

**A. Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606):**

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and 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.

*Howard Birch*

06/18/09

Howard Birch, President

Quest Civil Constructors, Inc.

Signature

Date

Typed Name and Title

Company Name

1903 W. Parkside Lane, Suite 100

Phoenix

AZ

85027

Address

City

State

Zip Code

Attested by:

*Mary Jo Kief*  
 Mary Jo Kief, City Clerk

*Javier Setovich*  
 Requested by: Javier Setovich, Construction Superintendent

*Lisa Houg*  
 Recommended by: Lisa Houg, Contract Officer

**Ellen Van Riper, Assistant City Attorney**

*Stephen M. Kemp*  
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

June 29, 2009, at Peoria, Arizona.

*Herman F. Koebergen*  
 Herman F. Koebergen, Materials Manager



CC Number

ACON25008D

Contract Number:

Official File

City Seal



## CONTRACT AMENDMENT

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

**Solicitation No.:** P08-0047A  
**Description:** JOC – Water, Waste Water Treatment  
and Offsite Facilities Projects  
**Amendment No.:** Four (4) **Date:** 06/17/2009

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).

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

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the



## CONTRACT AMENDMENT

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

Solicitation No.: P08-0047A  
Description: JOC – Water, Waste Water Treatment  
and Offsite Facilities Projects  
Amendment No.: Four (4) Date: 06/17/2009

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.

#### **C. 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.

#### **D. Reporting Requirements under the ARRA:**

- (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
- (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (c) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov):
  - (1) The City of Peoria contract and order number, as applicable.
  - (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
  - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
  - (4) Program or project title, if any.
  - (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
  - (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
  - (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
    - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
    - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
  - (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—
    - (i) In the Contractor's preceding fiscal year, the Contractor received—
      - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and



## CONTRACT AMENDMENT

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

**Solicitation No.:** P08-0047A  
**Description:** JOC – Water, Waste Water Treatment  
and Offsite Facilities Projects  
**Amendment No.:** Four (4) **Date:** 06/17/2009

(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.

### **E. Central Contractor Registration Required:**

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment



## CONTRACT AMENDMENT

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

**Solicitation No.:** P08-0047A  
**Description:** JOC – Water, Waste Water Treatment  
and Offsite Facilities Projects  
**Amendment No.:** Four (4) **Date:** 06/17/2009

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.



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345

Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P08-0047A      Page 1 of 3  
Description: Water, Waste Water Treatment & Offsite Facilities  
Projects  
Amendment No: Five (5)      Date: 10/20/09

Buyer: Lisa Houg, CPPB

I. Article 16, Contract Standard Terms and Conditions, is amended to reflect the following changes: The following is hereby added to Paragraph 16.4, Applicable Law:

The contractor is required to comply with Clean Air Act – 42 U.S.C. §§ 7401, et seq.; the Clean Water Act – 33 U.S.C. §§ 1251-1387; and the Energy Policy and Conservation Act – 42 U.S.C. §§ 6421, et seq.

(Continued on next page)

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

*HBirch*

10/23/09

Howard Birch, President

Quest Civil Constructors, Inc

Signature

Date

Typed Name and Title

Company Name

1903 W. Parkside Lane, Suite 100

Phoenix

AZ

85027

Address

City

State

Zip Code

Attested by:

*Mary Jo Kief*

Mary Jo Kief, City Clerk

*nee Key*

CC Number

ACON25008E  
Contract Number:



City Seal

Official File

(Rev 02/01/08)

*Joe Kurrus*

Requested by: Joe Kurrus, Engineering Supervisor

*Lisa Houg*

Recommended by: Lisa Houg, Contract Officer  
Ellen Van Riper, Assistant City Attorney

*Stephen M. Kemp*

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

The above referenced Contract Amendment is hereby Executed  
*November 13 2009* at Peoria, Arizona.

*Herman F. Koeborgen*

Herman F. Koeborgen, Materials Manager



## CONTRACT AMENDMENT

**Solicitation No.:** P08-0047A  
**Description:** Water, Waste Water Treatment & Offsite  
Facilities Projects  
**Amendment No.:** Five (5) **Date:** 10/20/2009

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

II. **Special Provisions** are added to comply with the Requirements for Contracts Utilizing Federal American Recovery and Reinvestment Act of 2009 (ARRA) – WIFA Funding.

**F. Contract Work Hours and Safety Standards Act – Overtime Compensation.**

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

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

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

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

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



## CONTRACT AMENDMENT

**Solicitation No.:** P08-0047A  
**Description:** Water, Waste Water Treatment & Offsite  
Facilities Projects  
**Amendment No.:** Five (5) **Date:** 10/20/2009

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

(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.

(End of Clause)

### **G. 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.

(End of Clause)



# CONTRACT AMENDMENT

## Materials Management

### Procurement

9875 N. 85<sup>th</sup> Avenue

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0047A Page 1 of 1

Description: Water, Waste Water Treatment and Offsite  
Facilities Projects

Amendment No: Six (6) Date: 2/23/2010

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 04/18/10. **CONTRACT EXTENSION TWO**

**Contract Term: 04/19/10 to 04/18/11**

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

*HBirch* 2/23/10  
Signature Date

Howard Birch, President  
Typed Name and Title

Quest Civil Constructors Inc.  
Company Name

1903 W. Parkside Lane, Ste. 100  
Address

Phoenix  
City

AZ  
State

85027  
Zip Code

Attested by:

*Mary Jo Waddell*  
Mary Jo Waddell, City Clerk

*Javier Setovich*  
Requested by: Javier Setovich, Construction Superintendent

*Lisa Houg*  
Recommended by: Lisa Houg, Contract Officer

*Ellen Van Riper*  
Ellen Van Riper, Assistant City Attorney

*Stephen M. Kemp*  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
*March 8*, 2010, at Peoria, Arizona.

*Herman F. Kobergen*  
Herman F. Kobergen, Materials Manager



CC Number

ACON25008F

Contract Number:

Official File

City Seal

(Rev 02/01/08)

**A CON 25008F**



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No **P08-0047A** Page 1 of 1  
Description Water, Waste Water Treatment and Offsite  
Facilities Projects  
Amendment No Seven (7) Date 04/07/10

Buyer: Lisa Houg, CPPB

### SECTION 3, ITEMS 3.2.4.6 AND 3.2.4.7 SHALL BE DELETED AND REPLACED WITH THE FOLLOWING: New Job Order Contract Language:

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

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.

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

HB Birch 4/12/10  
Signature Date

Howard Birch, President  
Typed Name and Title

Quest Civil Constructors  
Company Name

1903 W Parkside Lane, Suite 100  
Address

Phoenix  
City

AZ  
State

85027  
Zip Code

Attested by

Mary Jo Waddell

Mary Jo Waddell, City Clerk



City Seal

CC Number

ACON 25008G

Contract Number

Official File

Dan Nissen 4/21/10  
Department Dan Nissen, Assistant City Engineer

Lisa Houg  
Recommended by Lisa Houg, Contract Officer

Ellen Van Riper, Assistant City Attorney

Stephen M Kemp  
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
April 28 2010, at Peoria, Arizona

Herman F Koebergen  
Herman F Koebergen, Materials Manager



# CONTRACT AMENDMENT

**Materials Management Procurement**  
 9875 N. 85<sup>th</sup> Avenue  
 Peoria, AZ 85345  
 Telephone: (623) 773-7115  
 Fax: (623) 773-7118

Solicitation No: P08-0047A Page 1 of 1  
 Description: Water, Waste Water Treatment and Offsite Facilities Projects  
 Amendment No: Eight (8) Date: 2/8/2011

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/18/11. **The new Contract Term is : 04/19/11 to 04/18/12.**

In addition, the City would like to add the Cooperative language referenced in the original SIQ to the contract:

While this Proposal is for the City of Peoria, other public entities that have expressed interest in utilizing the resulting contract. In addition to the City of Peoria and with approval of the contracted Firm this contract may be extended for use by other municipalities, school districts and government agencies of the State. As a member of the Strategic Alliance for Volume Expenditures (SAVE), the City will act as the lead entity. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, the contract may be utilized by the eligible school districts/public entities, recognizing potential equipment, logistical and capacity limitations by the Firm may limit the use of this award. No volume is implied or guaranteed.

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

*Howard Birch*  
 Signature

2/22/11  
 Date

Howard Birch, President  
 Typed Name and Title

Quest Civil Constructors Inc.  
 Company Name

1903 W. Parkside Lane, Ste. 100

Phoenix

AZ

85027

Address

City

State

Zip Code

Attested by:

*Wanda Nelson*

Wanda Nelson, City Clerk

*Bill Mattingly* 02-28-2011  
 Director: Bill Mattingly, Public Works Director

*Javier Setovich*  
 Recommended by: Javier Setovich, Construction Superintendent

*Ellen Van Riper*  
 Ellen Van Riper, Assistant City Attorney

*Stephen M. Kemp*  
 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
*Herman F. Koebergen*, 2011, at Peoria, Arizona.

*Herman F. Koebergen*  
 Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/01/08)

CC Number

ACON25008H

Contract Number:

Official File



# CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85<sup>th</sup> Avenue

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P08-0047A Page 1 of 1

Description: Water, Waste Water Treatment and Offsite

Facilities Projects

Amendment No: Nine (9) Date: 1/9/2012

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/18/12. **CONTRACT EXTENSION FOUR LAST YEAR OF CONTRACT**

**Contract Term: 04/19/12 to 04/18/13**

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

*HBirch*

Signature

*2/1/12*

Date

Howard Birch, President

Typed Name and Title

Quest Civil Constructors Inc.

Company Name

1903 W. Parkside Lane, Ste. 100

Address

Phoenix

City

AZ

State

85027

Zip Code

Attested by:

*Wanda Nelson*

Wanda Nelson, City Clerk

*[Signature]* 01-26-2012

Director: Bill Mattingly, Public Works Director

*[Signature]* 1/19/12

Project Manager: Javier Setovich, Construction Superintendent

CC Number

ACON250081

Contract Number:

Official File



City Seal

(Rev 02/01/08)

*Stephen M. Kepp*

Approved as to Form: Stephen M. Kepp, City Attorney

The above referenced Contract Amendment is hereby Executed

*February 13*, 2012, at Peoria, Arizona.

*Dan Zenko*

Dan Zenko, Materials Management Supervisor

A CON 250081