07593

ORIGINAL

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No: P08-0069	Project Number:
Job Description: ROW, Retention Basin & Park Landscape Installation	Project Name:

Location: City of Peoria, Materials Management
Mailing Address: 8314 W. Cinnabar St., Peoria, AZ 85345
Contact: Christine Finney, CPPB
Phone: (623) 773-7115

OFFER

Contractor's License Number: AZ1-086374

Agave Environmental Contracting, Inc.
Job Order Contractor Name

Authorized Signature for Offer

4440 W. Tom Murray Ave
Address

G. Robert Brown Jr.
Printed Name

Glendale, AZ 85301
City State Zip Code

President
Title

(623) 847-3796 Telephone
(623) 931-5799 Facsimile
GRBrown@Agave-inc.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, City Clerk

City of Peoria, Arizona.
Eff. Date: 5/24/08

J P de la Montaigne, Community Services Director

Approved as to form:

Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

CC

CON 29908 A
Contract Number

Awarded on 5/23/08

Official File

Herman Koebergen, Materials Manager
for

City Seal

A CON 29908

JOB ORDER CONTRACT

P08-0069
Right of Way (ROW) Retention Basin & Park Landscape Installation

---

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT

AGAVE ENVIRONMENTAL CONTRACTING, INC.

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS
ARTICLE 2	CONTRACT TERM
ARTICLE 3	PERFORMANCE OF THE WORK
ARTICLE 4	JOB ORDER DOCUMENTS
ARTICLE 5	MATERIAL AND WORKMANSHIP
ARTICLE 6	SITE CONDITIONS
ARTICLE 7	JOB ORDER SCHEDULES
ARTICLE 8	INSPECTION OF CONSTRUCTION AND ACCEPTANCE
ARTICLE 9	INVOICING AND PAYMENT
ARTICLE 10	CHANGES
ARTICLE 11	INSURANCE & BONDS
ARTICLE 12	INDEMNIFICATION
ARTICLE 13	DISPUTES
ARTICLE 14	TERMINATION AND DEFAULT
ARTICLE 15	WARRANTY OF CONSTRUCTION
ARTICLE 16	STANDARD TERMS AND CONDITIONS

JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT is entered into and made effective the _____day of _____, 2008, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Agave Environmental Contracting, 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) year 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 increments. 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"*** (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"*** (Scope of Services), and shall set forth, with the necessary particularity, the following:

3.1.1. Contract number along with Job Order Contractor's name;

3.1.2. Job Order number and date;

3.1.3. The agreed Work and applicable technical specifications and drawings;

3.1.4. The agreed period of performance and, if required by Owner, a work schedule;

3.1.5. The place of performance;

3.1.6. The agreed total price for the Work to be performed;

3.1.7. Submittal requirements;

3.1.8. Owner's authorized representative who will accept the completed Work;

3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.

3.2.6.6. 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.

3.2.6.7. 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.

3.2.6.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7052.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.9. 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.

3.2.11. 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.

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

3.2.12.1. 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.

3.2.12.2. 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.

3.2.12.3. 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.

3.2.12.4. 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.

3.2.12.5. 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.

3.2.12.6. 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.

3.2.12.7. 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*.

3.2.12.8. 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.

3.2.12.9. 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.

3.2.13. 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.

3.2.14. 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.

3.2.15. 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 *§ 16.31.1*.

4. JOB ORDER DOCUMENTS

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

4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is

intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

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

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

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

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

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

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

4.4. **Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

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

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

4.7. **Shop Drawing Submittal.** Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week

after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

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

5. MATERIAL AND WORKMANSHIP

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

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

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

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

6. SITE CONDITIONS

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

6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;

6.1.2. The availability of labor, water, electric power, and roads;

6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

6.1.4. The visible conformation and conditions of the ground; and

6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

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

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

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

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

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

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

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

7. JOB ORDER SCHEDULES

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

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

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

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

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

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

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

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

8.4. Job Order Contractor Performance. Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-

inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Job Order.

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

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

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

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

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

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

9. INVOICING AND PAYMENT

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

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

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

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

9.4. **Retention.** Not applicable.

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

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

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

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

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

9.7.1. Completion and acceptance of the Work;

9.7.2. Presentation of a properly executed invoice;

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

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

10. CHANGES

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

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

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

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

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

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

10.4. **Modification of the Job Order.** If any change under this ***§ 10*** causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part

of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

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

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

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

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

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

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

11. INSURANCE & BONDS

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

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

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

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

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

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

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

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

11.3.2. Waiver of subrogation in favor of Owner.

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

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

11.6. Subcontractor Insurance. Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

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

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

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

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

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

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

11.8.5 Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes opeationof 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 therefrom, 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
Phone (623) 773-7115
Fax (623) 773-7118

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)

Agave Environmental Contracting, Inc.
Ernie Uranga
4440 W. Tom Murray Ave
Glendale, AZ 85301
Phone (623) 847-3796
Fax (623) 931-5799

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

14. TERMINATION AND DEFAULT

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

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

14.2.1. Stop work as specified in the notice;

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

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

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

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

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

14.2.5. Complete performance of the Work not terminated;

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

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in *§ 14.2.3* above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed

by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

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

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

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

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

14.4.1.1.1. The cost of this Work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.13. Owner and Job Order Contractor Rights. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or

that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs Section 108.9 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 results from any defect in Owner-furnished material or design.

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

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

16. STANDARD TERMS AND CONDITIONS

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

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.11. 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:

16.31.3. 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:

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

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

16.31.3.2. 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:

16.31.3.2.1. 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.

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

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

16.31.4. 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.

ATTACHMENT "A"

Pricing Matrix

(See attached)

AGAVE ENVIRONMENTAL CONTRACTING, INC.
PRICING FOR INDIVIDUAL JOC CONTRACTS BY SIZE

DESCRIPTION	$1.00 TO $50,000.00			$50,001.00 TO $250,000.00			$250,001.00 TO $500,000.00			OVER $500,000.00		
	OH	PROFIT	TOTAL	OH	PROFIT	TOTAL	OH	PROFIT	TOTAL	OH	PROFIT	TOTAL
LABOR (INC BURDEN)	15%	10%	25%	14%	8%	22%	13%	7%	20%	12%	6%	18%
EQUIPMENT RATES (OWNED AND RENTED)	15%	10%	25%	14%	8%	22%	13%	7%	20%	12%	6%	18%
MATERIAL COST	15%	10%	25%	14%	8%	22%	13%	7%	20%	12%	6%	18%
SUBCONTRACTOR COST	14%	7%	21%	13%	7%	20%	13%	6%	19%	12%	6%	18%
ENGINEERING SERVICES	14%	7%	21%	13%	7%	20%	13%	6%	19%	12%	6%	18%
Subtotal												
BONDS (1.5%)			0%			0%			0%			0%
Total Cost (pre-tax)												
Taxes (5.265%)												
Total with Taxes												
Contingencies												
Total Job Order Amount												

Sample $1 mil project			
direct costs	OH (G&A)	Profit (fee)	total cost
$92,000	$11,040	$5,520	$108,560
$26,000	$3,120	$1,560	$30,680
$320,000	$38,400	$19,200	$377,600
$250,000	$30,000	$15,000	$295,000
$50,000	$6,000	$3,000	$59,000
$738,000	**$88,560**	**$44,280**	**$870,840**
			$13,063
			$883,903
			$46,537
			$930,440
			$10,000
			$940,440

TAX IS CALCULATED ON JOB COST, MARKUP AND BOND RATE.

INSURANCE IS INCLUDED IN OUR OVERHEAD PERCENTAGE. OUR INSURANCE COST ARE BASED ON $3.78 PER EVERY $1,000.00 OF LABOR AND $2.542 FOR EVERY $1,000.00 OF SUBCONTRACTOR WORK. THESE AMOUNTS ARE COVERED AND ARE NOT AN ADDITIONAL COST.

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 repriced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

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

3.0 WORK AUTHORIZATION

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

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

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

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

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

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

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

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

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

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

4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in 1.7, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

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

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

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

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

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

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

6.0 DESIGN

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner, with reimbursement included as part of the Job Order Contractor's proposal.

7.0 TEMPORARY SANITATION FACILITIES

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

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

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.

ATTACHMENT "C"

SIQ, Proposal Response, Detailed Scope and Schedule

(See attached)

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P08-0069**	**Materials Management Procurement** 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

REQUEST FOR STATEMENT OF INTEREST & QUALIFICATIONS

JOB ORDER CONTRACTING

For

Right of Way, Retention Basin and Park Landscape Installation

SOLICITATION No. P08-0069

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

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P08-0069**	**Materials Management Procurement** 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Request for Statement of Interest and Qualifications
Job Order Contracting for
Right of Way, Retention Basin and Park Landscape Installation

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. It is the City's intent to enter into a cost plus fee structure. Do not include pricing information with the Statement of Qualifications.

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

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are 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 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.

Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year of 2008 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at (http://citynet/budget/budget.asp). The approved 2008 budget is available to fund various projects utilizing the awarded JOC contract. This Contract will be for one (1) year with the option of renewal for four (4) additional years. Estimated values for individual projects are estimated at $2,000 to $250,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed $3,000,000.

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

Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the Right of Way, Retention Basin and Park Installation Projects.

Section II – Project Description

This Job Order Contract is issued to assist the City of Peoria with the installation and repair of various right of way, retention basin and park landscape 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.

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. The City anticipates multiple JOC's to two (2) Contractors.

Contractors must have experience in the areas described in the Scope of Work (below).

Section III – Scope of Work

A. **Landscape Installation and Rehabilitation:** Design and Construction of new or rehabilitation of existing landscapes, right of ways, parks and trail connections including plantings, soils, gravel, boulders and other hardscape components. Installation of new landscaping may include the installation of water check valve installations, backflow devices, installation of solar and electrical controllers, valves, and landscape and granite. The Scope of these jobs may include any or all of the following: all excavation, demolition, re-grading, pruning, planting and any other functions required.

B. **Turf Installation, Repair & Restoration:** Installation of soil amendments installation of top dressing material, sod installation, hydro seeding or drill seeding.

C. **Irrigation Installation and Repair:** Design and construction of new systems or trouble shooting, repair and rehabilitation of existing irrigation systems. The scope for these jobs will include any or all of the following: initial water taps, anti-backflow devices, main and lateral lines, remote valves, controllers, wires, emitters and heads.

D. **Fencing:** Installation and repair of chain link fence, block fence and wrought iron fence.

E. **Concrete:** Installation and repair of concrete sidewalks and paths.

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

Section IV – Presubmittal Conference

Presubmittal Conference:

A pre-submittal conference will be held on **February 20, 2008 at 10:00 am**. The meeting location is the City of Peoria Pine Conference room, located on the 1st Floor of 8401 W. Monroe Street. 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:

February 20, 2008	Pre-submittal Conference
March 4, 2008	Submittals Due
March11, 2008	Notification of Shortlist
March 14, 2008	**Interviews* (shortlisted firms/individuals only)**
March 17, 2008	Potential Best-Value Firms Notification
March 19, 200	Pre-Award Meeting
April 2, 2008	Anticipated Award

*Please make sure all proposed team members are available for interview on the scheduled interview day. No substitutes or proxies will be allowed.

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

Section V - Statement of Qualifications & Evaluation Criteria

The JOC team(s) 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(s) 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:

1) Past Performance of the Firm and Key Components (30%)

a) Past Performance Information will be collected for past projects/clients on both the Firm and key personnel. The key components for this project will be:

   i) Job Order Contractor (Firm)
   ii) Program Manager (Individual)
   iii) Project Superintendent (Individual)

b) The components cannot be altered/changed/modified after the SOQ is submitted.

c) After award and during the term of the JOC contract, if other project superintendents are added, the City will collect Past Performance Information (PPI) on those individuals as well. The City reserves the right to approve those additional individuals for assignment to the contract.

d) Each proposing entity must submit a "Reference List" of past clients in an MS Excel spreadsheet, as shown in Attachment 1. A "Reference List" is required for each critical team component. The team components cannot be altered/changed/modified after the SOQ is submitted. All components shall submit only good references. Components who submit poor references will be jeopardizing their own competitiveness in the selection process.

e) The JOC (firm) must also prepare and send out survey questionnaires to their past clients as described in Attachment 1. The customer ratings, number of surveys received, and number of projects evaluated will all be factored into the final analysis (for each of the critical team components).

2) Project Assessment Plan (PA) and Proposal Form (30%)

a) Vendors are required to submit a 2-page Project Assessment and Value Added Plan (PA/VA) as described in Attachment 3.

b) The document shall **NOT** contain any names or information that can be used to identify who the Vendor is. The City's objective is to evaluate the plans without any bias. Any plan that contains names or information that can be used to identify who the Vendor is shall be marked as unresponsive.

c) Vendors must use the template provided in Attachment 3.

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

d) The Project Assessment/Value Added plan must not be longer than two (2) pages and should be presented on the template provided. The PA/VA should clearly address the following items:

i) List and prioritize major risk items (areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner).
ii) Explain how the job order contractor will avoid/minimize the risk.
iii) Propose any options that could increase the value (expectation or quality) of work.
iv) Do **NOT include brochures, marketing pieces, or product names**.
v) Do not list common items.

e) Provide a Subcontractor Pre-Qualification plan describing your subcontractor pre-qualification process as required per ARS 34-603. Do **NOT include brochures, marketing pieces, or product names.** (1 page)

f) Provide a detailed Gantt style Project Schedule, which clearly conveys milestones, design activities, permitting processes, City approval process, construction and project close-out. Do **NOT include brochures, marketing pieces, or product names.** (1 page)

g) The Proposal Form should be stapled to the front of the Project Assessment Plan (see Attachment 2). All proprietary information and personal names should be contained in the Proposal Form and shall include the following:

i) Job Order Contractor (Firm)
ii) Program Manager (Individual)
iii) Project Superintendent (Individual)

3) Interview (40%)

a) The City will shortlist firms based on the criteria in Sections 1-2. Interview information will be sent to the shortlisted firms.

b) 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.

c) The City may interview all of the critical individuals of the shortlisted firms.

d) The City may interview individuals separately and/or as a group.

e) Please make sure all proposed team members are available for interview on the date specified in this solicitation.

f) No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the firm's competitiveness.

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

Section VI - SOQ Format

Five (5) copies of the SOQ (Proposal Form and Project Assessment and Value Added Plan) must be enclosed in a sealed package marked as follows:

Attention: Christine Finney, Buyer
SOQ #: P08-0069, JOC for Right of Way, Retention Basin and Park Landscape Installation
Proposing Firm's Name

SOQs must be received **by 5:00 p.m.** (local time) on March 4, 2008 at the following location:

City of Peoria Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

No faxed or electronic SOQs 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 SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements (PA/VA Plan (2 pages), Subcontractor's Pre-Qualification Plan (1 page), Schedule (1 page).

The Reference List, shall all be emailed to christine.finney@peoriaaz.gov and john.michael@asu.edu, by March 4, 2008.

Section VII - General Information

Questions: Questions regarding this SOQ must be submitted in writing by email to:

City of Peoria Materials Management
Attn: Christine Finney, Buyer
Christine.Finney@peoriaaz.gov

Verbal inquiries, in person or by telephone, will not be answered. Within 48 hours following the pre-submittal conference, answers to all questions received will be faxed or emailed to all parties who obtained an SOQ package from the City and legibly provided their contact information. Inquiries within 48 hours preceding the due date & time will not be addressed.

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.

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

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 it entirety, at its sole discretion.

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.

Amendment Acknowledgement: Firms shall acknowledge receipt of all solicitation amendments issued, by providing a signed copy of each Amendment with submittal of their proposal. To check for Amendments, visit the Materials Management website at http://www.peoriaaz.gov/procurement/materials_bids804f.asp.

Special Requirements: The successful firm(s) shall be required to use Peoria's SKIRE Unifier Project Management software for the duration of the construction and post constructions services.

Section VIII - Selection Process

The successful firm/team will be selected through a qualification based selection process based on the criteria in Section V.

A selection committee will evaluate and score each SOQ. The top 3-5 scoring firms will be short-listed and invited to interview for the project. Prior to the interviews, additional investigations of the short-listed firms' performance history may be performed by the City. The selection committee may ask firms to respond to any performance findings during the interview.

Scores from the interview will be used to determine the final ranking order of the JOC firms. Before the award will be made, the City will hold a pre-award meeting with the highest ranking firm(s). This meeting will allow the opportunity for the selected JOC firm to clarify all information about the project. The JOC will be responsible for minimizing all risks identified by the City and/or other proposals. The JOC will be responsible for identifying how they will minimize all risks. Detailed Pre-Award information can be found in Attachment 4.

Offerors shall agree that they will complete projects on time and meet the expectations of the owner, within the Owner's budget. If the Offeror cannot minimize all of the identified risks and cannot meet the Owner's expectations, the City may then negotiate with the second, then third ranked firm until a contract is executed, or may decide to terminate the solicitation.

After an award is made, the selected firm may be required to submit weekly reports depending on the project duration (see Attachment 5) to track project risks. The intent of the report is to decrease unforeseen project problems and delays. The report will be evaluated based on accuracy and on-time submittal.

At time of contract renewal, the City will evaluate the performance of the Contractor. The final project evaluation will be used to modify the team's PPI database by 50%. All critical team components will be evaluated as a group. The final rating will be based on the overall performance of the project (quality, on-time completion, no cost change orders) and the weekly reports.

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

ATTACHMENT 1
HOW TO PREPARE A REFERENCE LIST & HOW TO SEND PERFORMANCE SURVEYS

Overview

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

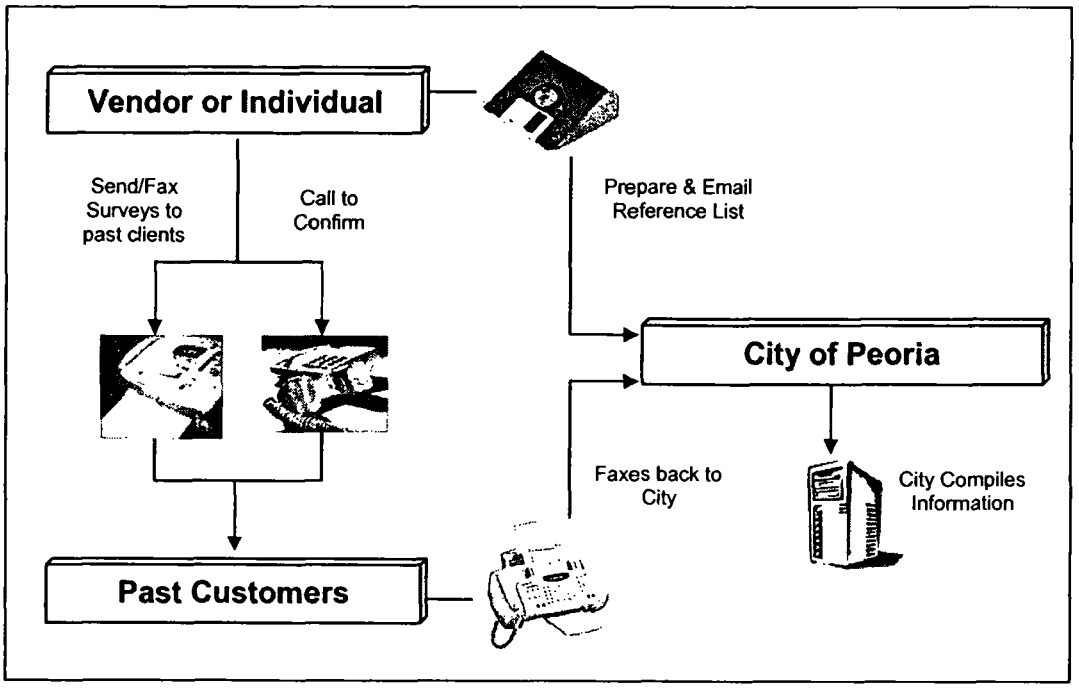


Figure 1: Survey Process

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P08-0069**	**Materials Management Procurement** 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

SECTION A – HOW TO CREATE AND SUBMIT A REFERENCE LIST

1. All key components must create a list of past users 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 allowed	Maximum Number of Surveys allowed
Job Order Contractor (Firm)	1	25
Program Manager (Individual)	1	10
Project Superintendent (Individual)	1	10

3. The vendor is responsible for selecting their team and for the performance of their team.

4. The maximum number of past projects that will be given credit, is 25 (twenty-five) for the JOC (firm) and 10 (ten) for each individual. The minimum number of past projects is 1 (one) per each component.

5. The reference list should include the firms "best" projects. Credit will be given to vendors with more high performing surveys.

6. A Reference List template is available and can be downloaded at www.pbsrg.com (click on "PIPS", then click on "City of Peoria") and click on this project.

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 responding to the questionnaire
LAST NAME	Last name of the person responding to the questionnaire
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 Elementary School District).
CITY	Location of project
STATE	Location of project
PROJECT NAME	Name of the project (i.e. Bird High School A-Wing)
DATE COMPLETED	Date when the project was completed. (i.e. 5/31/2005)
COST OF PROJECT	Awarded cost of project ($50,000)

8. The data in the reference list must be submitted in electronic format on a MS Excel spreadsheet file. The file must be emailed to Christine Finney **[christine.Finney@peoriaaz.gov]** and John Michael **[john.michael@asu.edu]**. The data must be complete and accurate. (The format of the file is shown in Figure 2).

A32

	A	B	C	D	E	F	G	H	I	J	K	L
1	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	CITY	STATE	ZIP	DATE COMPLETED	COST OF PROJECT
2	101	John	Anderson	555-555-5689	555-555-5690	Acradia High	Cafeteria	Madison	WI	55897	5/12/1999	$74,000
3	102	Sue	Robins	555-568-9861	555-568-9862	Micro Chips	Building A	St Paul	MN	55414	6/8/1989	$370,000
4	103	Sam	Hartley	555-487-7894	555-487-7895	Tempe College	Engineering Wing	Minneapolis	MN	55414	6/5/1991	$333,000
5	104	Jenn	Gill	555-897-3125	555-897-3126	Phoenix Park	7th Ave & High	Madison	WI	55987	8/8/1990	$658,600
6	105	Alex	Smith	555-665-8976	555-665-8977	Biltmore Plaza	Tower Roof	Minneapolis	MN	55414	6/7/1992	$503,200
7												

Figure 2: Example of Reference List

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.

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 (no on-going or substantially complete projects).

13. The past client/owner must evaluate and complete the survey.

14. All key components on the JOC team must submit their reference list in separate excel files. There must be a separate excel file for the company and a separate excel file for each individual. Name the file by the company name or the individual name. Figure 3 shows a sample of the excel files that must be emailed to the City.

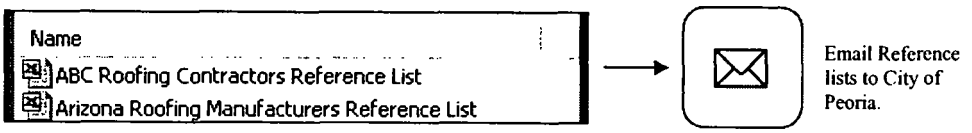


Figure 3: Submit separate excel files for each component

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.

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P08-0069**

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

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 survey 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. All the information on the survey form must match the reference information in the excel file (see Figure 4).

Attachment 4 - Reference List and Company Profile (Construction)

	A	B	C	D	E	F	G	H	I
1	CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT
2	1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	$36,589
3	2	George	Johnson	649-785-9564	649-785-9565	City of Mesa	Police Building 3	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									
6	5	Bob	Hardy	658-965-8965	658-965-8966	[illegible]T	Stapley Road Overpass	1/5/2002	$15,648
7	6	Mitchell	Adams	458-965-8523	458-965-8524	[illegible]of Gilbert	Road Renovation	5/4/2003	$4,865,923
8	7	Bill	Robinson	485-965-8523	485-965-8573	[illegible]of Phoenix	Street Light Installation	7/2/1999	$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

Figure 4: Example of Survey Form. The information must match the excel file.
To save work in the future, list all key individuals on the survey that participated on the project.

3. To save work in the future, the project manager and site superintendent can be listed on the same survey questionnaire; as shown in Figure 4 above. However, do not list more than one individual for the same position (i.e. If Mark McGraw was the PM on this project; you cannot list another individual as a PM on this same project).

4. Each key component 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.

5. 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.

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P08-0069**	**Materials Management Procurement** 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

SURVEY QUESTIONNAIRE (Construction Services)

Survey ID _____

To: _____
(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Company)

_____
(Name of Individuals)

The City of Peoria is implementing a process that collects past performance information on firms 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 in a particular area, please leave it blank.

Client Name: _____ Date Installed _____
Project _____

NO	CRITERIA	UNIT	RATING
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 the project	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, etc)	(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 comfort level in hiring vendor/individual again	(1-10)	

Thank you for your time and effort in assisting the City of Peoria in this important endeavor.

Please fax the completed survey to Christine Finney at 623-773-7118

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P08-0069**

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

ATTACHMENT 2

PROPOSAL FORM

This form must be completed and sent to the City of Peoria along with the Project Assessment, Value Added, and Subcontractor Selection Plan as part of your submittal.

Name of Job Order Contractor (Firm):	Agave Environmental Contracting, Inc.
Program Manager (Individual)	Craig DeBon
Project Superintendent (Individual)	Patricio Morales

Individual project bonding capacity:	$ 5,000,000.00
Total bonding capacity:	$ 10,000,000.00
Amount of bonded contracts currently in process:	$ 45,000.00

The Project Assessment, Value Added and Subcontractors Selection Plan must NOT contain any information that may identify the Firm or critical team members.

Agave Environmental Contracting, Inc.
Name of Company

Ernie Uranga
Printed Name of Firm Representative

Signature of Firm Representative

4440 W. Tom Murray Ave, Glendale, AZ 85301
Street Address

City / State / Zip

623 847-3796
Phone

623 931-5799
Fax

3/4/08
Date

euranga@agave-inc.com
E-mail Address

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

ATTACHMENT 3

Project Assessment and Value Added Plan Guide and Template

Introduction

The purpose of the Project Assessment and Value Added (PA/VA) plan is to identify if a firm can quickly calculate the risks on a future project in terms of cost, time, and client expectation (of quality and performance). The PA/VA plan is used to:

1. Assist the client in prioritizing firms based on their ability to understand the risk of a project.
2. Provide high performing vendors the opportunity to differentiate themselves from their competitors due to their experience and expertise.
3. Minimize the effort of experienced companies who are competing for the project.
4. Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will have to minimize all risks that they have identified.

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

PA/VA Plan Format

The format for the PA/VA plan is attached and MUST be used. Vendors shall not re-create this form. The PA/VA Plan should clearly address the following items:

1. List and prioritize major risk items that are unique to this project. This includes areas that may cause the project 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 vendor will avoid / minimize the risk. If the vendor 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. List any value or differential that the Vendor is bringing to the project. The differences must be non-technical and be identified in terms of cost, time, or quality.

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

The Client'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 PA/VA plan should be a brief and concise overview of the major risks on the future project. The PA/VA plan must not exceed **2 pages.**

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P08-0069**

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

PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify major risks associated with Right of Way, Retention Basin and Park Landscape Installation projects. You may add/delete the risk tables below as necessary.

Risk 1:	Safety of construction employees working along streets.
Solution:	All employees wear safety vest and use the appropriate traffic barracades.
Risk 2:	Increased risk to employees on projects with longer durations.
Solution:	Supply additional staff to complete projects sooner and minimize risk.
Risk 3:	Survey all City maintained areas for potential hazards or costly future repairs.
Solution:	Propose solutions for these areas pro-actively prior to the request by City.
Risk 4:	Plant material that is planted to close to pedestrian sidewalks.
Solution:	Remove, relocate or prune problem material.
Risk 5:	Erosion in landscape areas near pedestrian sidewalks.
Solution:	Re-establish grade and replace granite material with the use of stabilizer.
Risk 6:	Neighbors and traffic affected by street side construction.
Solution:	Notify surrounding homes and businesses of construction schedule, hours and site contact via door flyers.
Risk 7:	
Solution:	
Risk 8:	
Solution:	
Risk 9:	
Solution:	
Risk 10:	
Solution:	

STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P08-0069**

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

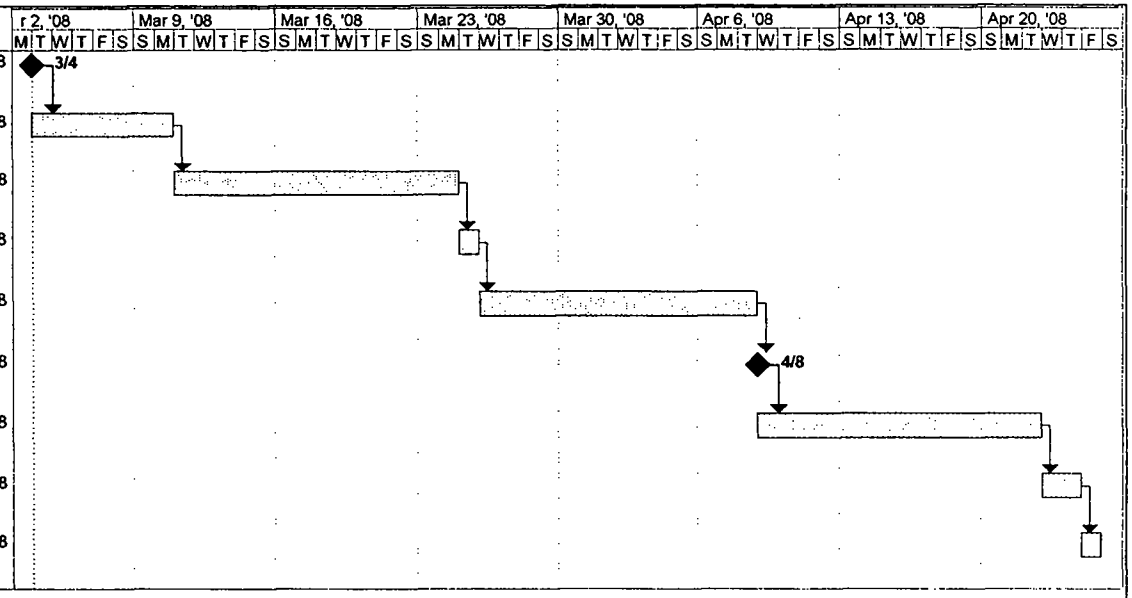
VALUE ADDED OPTIONS: Please identify any value added options or differentials that you are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Item 1:	Bundle small projects together to minimize the cost of mobilization.				
Impact:	Cost ($)	$ 800.00 / mobilization		Schedule (Days)	
Item 2:	Use of smaller sized but faster growing plant material.				
Impact:	Cost ($)	$10.00 - $100.00 / Unit		Schedule (Days)	
Item 3:	Assist with management of other subcontractors on projects.				
Impact:	Cost ($)	City employee salary		Schedule (Days)	
Item 4:					
Impact:	Cost ($)			Schedule (Days)	
Item 5:					
Impact:	Cost ($)			Schedule (Days)	

SUBCONTRACTOR PRE-QUALIFICATION PROCESS

1. All potential subcontractors must fill out our Pre-qualification form showing proper license and bonding coverage as well as examples of past projects including client information, job size and contract dollar amount and a minimum of three reference contacts.
2. References are contacted and positive subcontractor performances are verified.
3. Subcontractors that meet the pre-qualification form requirements are provided with the project documents, plans and specifications.
4. Subcontractors are to price their bid according to the provided project information and on our provided bid form.
5. Subcontractors are given the opportunity to provide value added options and design suggestions. Any savings or advantages added to the project by an acceptable suggestion provided by the subcontractor is factored into their total price.
6. All bids are then compared, ensuring full scope coverage and matching bids. The subcontractor with the best combination of price and value added options is contacted for a pre-award meeting.
7. A contract is issued to the subcontractor after contract terms and project schedule is agreed upon.

ID	Task Name	Duration	Start	Finish
1	Notice from city for job order	0 days	Tue 3/4/08	Tue 3/4/08
2	Price submittal to city	5 days	Tue 3/4/08	Mon 3/10/08
3	City review	10 days	Tue 3/11/08	Mon 3/24/08
4	Notice to proceed from city	1 day	Tue 3/25/08	Tue 3/25/08
5	Permit application	10 days	Wed 3/26/08	Tue 4/8/08
6	Job start	0 days	Tue 4/8/08	Tue 4/8/08
7	Performance of work	10 days	Wed 4/9/08	Tue 4/22/08
8	Inspection and turnover	2 days	Wed 4/23/08	Thu 4/24/08
9	Submit for payment	1 day	Fri 4/25/08	Fri 4/25/08



Project: Project2
Date: Tue 3/4/08

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

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

ATTACHMENT 4

Pre Award Phase Guide (selected firms only)

Pre-Award Phase

In addition to initial award, a pre-award phase will be carried out prior to the signing of each individual JOC project contract. The client's objective is to have the project completed on time, without any change orders, and with high customer satisfaction.

The pre-planning should include all coordination and identification of all risks that cannot be controlled by the firm. 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 do this by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing.

Pre-Award Meeting

The pre-award meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. 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 phase). The JOC 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 phase. The JOC firm should bring their team and all the information specified in the Quality Control Plan below. The documents specified in the checklist will become part of the contract.

Pre-Award Meeting Tasks

☐	Prepare Scope of Work.
☐	Prepare Fee Schedule.
☐	Prepare updated detailed Project Schedule.
☐	Prepare plan to coordinate the project with all the critical participants including City representatives.
☐	Identify, list and prioritize any action items needed from the Client.
☐	Prepare list of suggestions to the Client on how to make the project more efficient
☐	Review list of all risks (identified by your firm and other other firms) and provide plan to minimize all risks.
☐	Review the Weekly Reporting System (as required)
☐	Review Contract Terms and Conditions.

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

ATTACHMENT 5

Weekly Reporting

Weekly Report Guide

The weekly report is an excel file that must be submitted on Friday of **every** week through project closeout. Please contact Christine Finney (email below) for an electronic version of the spreadsheet. The report consists of an updated list of project assessments affecting the cost, schedule, or client satisfaction. When a new issue is identified, it is added to the report, along with the following: Identification date, Solution Plan, Resolution due date, Impact to critical path or schedule (in days), Impact to final cost (in dollars).

The City of Peoria's project manager will rate their satisfaction level with the consultant's plan on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied).

The completed report must be saved using the date and name of the project given by the client (Format: YYMMDD ProjectName; For example, 'Polk Project' for the week ending Friday, March 14, 2007, should be labeled '070314 PolkProject'). The weekly reports are to be emailed to: christine.finney@peoriaaz.gov

Note: The weekly report will be analyzed for accuracy and timely submittal. At the end of the project, the client may modify the post project rating based on the accuracy and timeliness of the report.

	STATEMENT OF INTEREST AND QUALIFICATIONS Solicitation Number: **P08-0069**	**Materials Management Procurement** 8314 West Cinnabar Street Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

WEEKLY REPORT CHECKLIST

☐	Open latest 'Weekly Report' Excel spreadsheet. Go to the 'last tab' worksheet, and update the 'Week Ending' date for that week If there are no changes or additions to the project, the report will be identical to the previous week, except for the date. **The report must be submitted every week.**
☐	Add any items that have been identified this week to the bottom of the list.
☐	Update any items that have been resolved this week.
☐	Update any 'old' items that have remained unresolved.
☐	Contact the Owner and have them rate each of the items in the 'Owner's Ratings' column. The ratings are done on a scale of (1-10): 1 = Owner is not satisfied, 10 = Owner is highly satisfied. ***Note: The Owner has the opportunity to change the 'Owner Rating' from month to month, whether it has been resolved or not.*
☐	Save the Excel Spreadsheet as 'YYMMDD ProjectName' i.e. '070314 Polk Project' for Polk Project, week ending March 14, 2007.
☐	Email a copy of the 'Weekly Report' Excel Spreadsheet to the following people: **christine.finney@peoriaaz.gov**

City of Peoria - Agave

Right of Way Retention Basin (P08-0069)

All Vendor Identified Risks
(Risk Assessment Plans)

1. Cutting tree roots during concrete replacement of sidewalks could damage the tree or cause a future hazard of dying or falling tree.
   As a rule, whenever tree roots are trimmed, a proportionate amount of the tree canopy should also be trimmed in order to avoid the tree being to top heavy for the amount of tree roots remaining. In addition to that step, the tree can be reinforced with stakes or guying or removed all together in order to avoid a dangerous situation.

2. The scope of work includes multiple construction disciplines many contractors will be forced to use multiple subcontractors to complete a single project. This adds up to cost due to markups, can cause delays and scheduling problems.
   Added cost due to subcontractor markups are usually offset by the cost savings associated with having one contractor manage multiple subs. Any risk or possible delays should be easily identified during the job setup and planned for in order to not cause any delays in the schedule.

3. The proposed work ranges from very small to medium sized projects which can be difficult for some contractors to mobilize for, causing costly performance delays.
   Agave is able to avoid mobilization issues by having an enhancements and small project crew who specializes in small jobs and quick mobilizations.

4. Many contractors must rent specialize equipment to perform routine task which can cause delays and add to the cost of completing the work.
   Agave owns or has readily available access to all the equipment needed in our scope.

5. Undetectable or "non- as built" utilities are a safety hazard and cause construction delays.
   Agave is familiar with the Bluestake process and has procedures in place to ensure that all the proper marking measures are taken. In addition to Bluestake, Agave also uses private locators to mark non-public utilities. In the rare event that we are unable to locate and mark underground lines, we always pot hole in areas we will be working in to prevent any damages.

6. The proposed work sites are public property many of which have 24 hour access thereby producing potential safety risk to the public possibility of damage and related cost.
   Any work areas that are usually open to the public are barricaded, block or secured using any method necessary to avoid the possibility of danger to the public. This material includes fencing and or steel plates over open trenches. Warning signs are also used to inform the public of the construction taking place and the danger that in involved.

7. The proposed work sites are public property many of which have 24 hour access thereby producing potential safety risk to the public and liability to the city and contractor.
   See #6.

8. Safety of construction employees working along streets.
   Safety of our employees working along streets is ensured by properly placed traffic barricades that make safe spaces between our workers and any traffic danger. This work is also performed during lower traffic hours of the day.

9. Increased risk to employees on projects with longer durations.
   In order to minimize our employee's risk on a long duration project, we add more personnel to our crew and speed up the construction schedule, thereby shortening the duration and reducing the risk.

10. Survey all City maintained areas for potential hazards or costly future repairs.
    This is a preventative step that can be taken proactively to identify risk before they become a problem.

11. Plant material that is planted to close to pedestrian sidewalks.
    This material can be pruned back to an appropriate size for the location or relocated to a safer area.

12. Erosion in landscape areas near pedestrian sidewalks.
    These cases of erosion can usually be filled and re-established to match the existing material. A stabilizing solution can be added to these areas to avoid further erosion in the future or the area can be redesigned to use a material that can stand up to the weather.

13. Neighbors and traffic affected by street side construction.
    Proper notification can be sent out to neighboring communities about upcoming street side construction in order for them to plan their commute around the construction area. This notification can be done in the form of accurate construction signs, announcements in local papers and flyers delivered to residences.

14. Traffic proximity.
    Please see notes #8 and #9 regarding traffic risk and solutions.

15. Pedestrian traffic.
    Informative signs can be placed in locations that make it possible for the public to avoid construction areas before getting too close and risking injury by crossing through dangerous areas.

16. Park landscape with open parks.
    Any construction work being performed within public traffic areas should be secured as is described in #6.

17. Open holes or trenches Trip hazards in grass.
    Open holes or trenches in areas that are under construction can be barricaded or covered using temporary plates in order to avoid injury to the public. Other trip hazards located in grass areas can be removed and additional top soil can be used to restore grade and reestablish the turf.

18. Trip hazards with concrete.
    Hazards found in concrete can usually be ground away and removed or repaired with a minimal amount of concrete having to be replaced.

19. Proper vegetation selection for areas.
    Several factors can be taken into consideration when designing and installing the landscape plant material. The use of the area needs to be kept in mind as well as the surrounding existing areas when choosing which plant material is to be used. Doing the proper research for this decision will eliminate having to replace material that conflicts with the surroundings at a later date.

20. Safety Management.

Proper Safety management is an automatic part of any construction schedule and procedure. Agave has safety officers who meet regularly with all personnel to review and reinforce safety procedures and precautions.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 04/07/2008

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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.

INSURED

Agave Environmental Contracting Inc.
4440 W. Tom Murray Ave
Glendale, AZ 85301

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Fire Ins. Co. of Hartford	20478-001
INSURER B: Continental Casualty Co.	20443-001
INSURER C:	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	2097359291	4/1/2008	4/1/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
		[X] XCU COVERAGE				PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY [X] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2092671747	4/1/2008	4/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This form is subject to all policy terms, conditions & exclusions.

It is agreed that City of Peoria - Engineering Dept is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

City of Peoria - Engineering Dept
Attn: Camille Sperry
8401 W Monroe St.
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 John B. Jacobs

© ACORD CORPORATION 1988

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 04/07/2008

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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.

INSURED

Agave Environmental Contracting Inc.
4440 W. Tom Murray Ave
Glendale, AZ 85301

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Fire Ins. Co. of Hartford	20478-001
INSURER B: Continental Casualty Co.	20443-001
INSURER C:	
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	2097359291	4/1/2008	4/1/2009	EACH OCCURRENCE	$ 1,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
		CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
		X XCU COVERAGE				PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY [X] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2092671747	4/1/2008	4/1/2009	X WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This form is subject to all policy terms, conditions & exclusions.

It is agreed that City of Peoria - Engineering Dept is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

City of Peoria - Engineering Dept
Attn: Camille Sperry
8401 W Monroe St.
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 John B. Jacobs

© ACORD CORPORATION 1988

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.

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: **P08-0069A** Page 1 of 3
Description: Prime Job Order Contract for ROW, Retention Basin and Park Landscape Installation
Amendment No: One (1) Date: 11/13/08

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

Buyer: Christine Finney

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.

D. Robert Brown	11-26-08	G. Robert Brown	Agave Environmental Contracting, Inc.
Signature	Date	Typed Name and Title	Company Name

4440 W. Tom Murray Ave	Glendale	AZ	85301
Address	City	State	Zip Code

Attested by:
Rhonda Simmons
For Mary Jo Kief, City Clerk

CC Number

ACON29908A
Contract Number:

Official File

City Seal

J.P. de la Montaigne, Community Services Director

Christine Finney, Buyer

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed 12/5/08, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

CONTRACT AMENDMENT

Solicitation No: **P08-0069A** Page 2 of 3
Description: Prime Job Order Contract for ROW, Retention Basin and Park Landscape Installation
Amendment No: One (1) Date: 11/13/08

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

Buyer: Christine Finney

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

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

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

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

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

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

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

CONTRACT AMENDMENT

Solicitation No: **P08-0069A** Page 3 of 3
Description: Prime Job Order Contract for ROW, Retention Basin and Park Landscape Installation
Amendment No: One (1) Date: 11/13/08

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

Buyer: Christine Finney

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.

...GINAL

CONTRACT AMENDMENT

Solicitation No: P08-0069A Page 1 of 1
Description: ROW,Retention Basin & Park Landscape Installation
Amendment No: Two (2) Date: 1/28/2009

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

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 05/23/09. CONTRACT EXTENSION ONE.

Contract Term: 05/24/09 to 05/23/10

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

Signature	Date	Typed Name and Title	Company Name
G. Robert Brown	2-10-09	G. Robert Brown Jr., President	Agave Environmental Contracting, Inc.

Address	City	State	Zip Code
4440 W. Tom Murray Ave.	Glendale	AZ	85301

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON 29908B
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Kirk D. Haines
Requested by: Kirk Haines, Parks Manager

Recommended by: J.P. de la Montaigne, Com Services Director

Ellen Van Riper, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed 02/23/09 2009, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 29908B

ORIGINAL

CONTRACT AMENDMENT

Solicitation No P08-0069A Page 1 of 1
Description ROW,Retention Basin & Park Landscape Installation
Amendment No Three (3) Date 3/3/2010

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

Buyer Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 05/23/10. CONTRACT EXTENSION TWO.

Contract Term: 05/24/10 to 05/23/11

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

Signature	Date	Typed Name and Title	Company Name
D. Robert Brown	3-24-10	G Robert Brown Jr , President	Agave Environmental Contracting, Inc

Address	City	State	Zip Code
4440 W. Tom Murray Ave	Glendale	AZ	85301

Attested by
Mary Jo Waddell
Mary Jo Waddell, City Clerk

CC Number

ACON 29908C
Contract Number

Official File

City Seal
(Rev 02/01/08)

Kirk D. Haines
Requested by Kirk Haines, Parks Manager

Recommended by J P de la Montaigne, Com Services Director

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed April 16, 2010, at Peoria, Arizona

Herman F Koebergen, Materials Manager

A CON 29908C

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: **P08-0069A** Page 1 of 1
Description: ROW, Retention Basin Park Landscape Installation
Amendment No: Four (4) Date: 04/08/10

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

Buyer: Jill Soto

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.

Signature	Date	Typed Name and Title	Company Name
	9/9/10	Michael McMahon	Agave Environmental Contracting, Inc.

Address	City	State	Zip Code
4440 W. Tom Murray Ave.	Glendale	AZ	85301

Attested by:
Rhonda Simmons
~~Mary Jo Waddell~~ Acting, City Clerk

CC Number

ACON 29908D
Contract Number:

Official File

City Seal

(Rev 02/01/08)

4/9/10
Dan Nissen, Assistant City Engineer

Recommended by: Jennifer Miller, Contract Administrator

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
9-13-10, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 29908D

CONTRACT AMENDMENT

Solicitation No: P08-0069A Page 1 of 1

Description: ROW,Retention Basin & Park Landscape Installation

Amendment No Five (5) Ext# Three (3) Date: 4/21/2011

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

Buyer: Christine Finney, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/23/2011 and is hereby extended an additional twelve (12) months.

The new Contract Term is **5/24/2011 to 5/23/2012**. THIS IS CONTRACT EXTENSION THREE.

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

Signature	Date	Typed Name and Title	Company Name
	5-19-11	G. Robert Brown Jr., President	Agave Environmental Contracting, Inc.

Address	City	State	Zip Code
4440 W. Tom Murray Ave.	Glendale	AZ	85301

Attested by:

Wanda Nelson, City Clerk

CC Number

ACON 29908E
Contract Number:

Official File

City Seal
(Rev 02/01/08)

Director: Jeff Tyne, Community Services Director

Dept. Rep.: Kirk Haines, Parks Manager

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed May 26 2011, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager
for

A CON 29908E

CONTRACT AMENDMENT

Solicitation No.	P08-0069A	Page 1 of 1
Description:	ROW, Retention Basin & Park Landscape Installation	
Amendment No.	Six (6)	Date: 2/1/12

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

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/23/12.

CONTRACT EXTENSION FOUR

LAST YEAR OF CONTRACT

Contract Term: 5/24/12 to 5/23/13

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

Signature	Date	Typed Name and Title	Company Name
	2/22/12	G. Robert Brown, Jr. President	Agave Environmental Contracting, Inc.

Address	City	State	Zip Code
4440 W. Tom Murray Ave.	Glendale	AZ	85301

Attested By: Wanda Nelson

Wanda Nelson, City Clerk

Director: Jeff Tyne, Community Services Director

Department Rep: Kirk Haines, Parks Manager

CC Number

ACON29908F
Contract Number

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

The above referenced Contract Amendment is hereby Executed

March 19, 2012 at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

A CON 29908F