



CONTRACT AMENDMENT

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

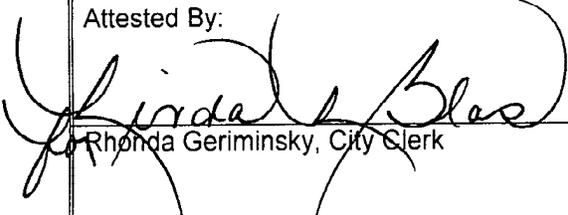
Solicitation No. P11-0004 Page 1 of 1
 Description: JOC for Commercial Rehabilitation Program
 Amendment No. Four (4) Date: 8/5/14

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/22/14. The new contract term is: **11/23/2014 to 11/22/2015**
LAST YEAR OF CONTRACT

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

	8/25/14	Lorraine Bergman, CEO	Caliente Construction, Inc.
Signature	Date	Typed Name and Title	Company Name
242 S. El Dorado Circle	Mesa	AZ	85202
Address	City	State	Zip Code

Attested By:


 Rhonda Geriminsky, City Clerk


 Director: Scott Whyte, Economic Development Services Director


 Project Manager: Rebecca Zook, Deputy Director of Economic Development


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

The above referenced Contract Amendment is hereby Executed
September 9, 2014, at Peoria, Arizona


 Dan Zenko, Materials Manager



City Seal
 Copyright 2003 City of Peoria, Arizona

Official File

ACON54510D



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P11-0004 Page 1 of 1
Description: JOC for Commercial Rehabilitation Program
Amendment No. Three (3) Date: 9/17/2013

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/22/13.

The new contract term is: **11/23/2013 to 11/22/2014**

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

Signature

Date

Lorraine Bergman, CEO
Typed Name and Title

Caliente Construction, Inc.
Company Name

242 S. El Dorado Circle
Address

Mesa
City

AZ 85202
State Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Scott Whyte, Economic Development Services Director

Project Manager: Rebecca Zook, Deputy Director of Development

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

The above referenced Contract Amendment is hereby Executed

October 9, 2013 at Peoria, Arizona

Dan Zenko, Materials Manager



City Seal
Copyright 2003 City of Peoria, Arizona

Official File



CONTRACT AMENDMENT

Materials Management

Procurement

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

Buyer: Lisa Houg, CPPB

Solicitation No. P11-0004 Page 1 of 1

Description: Commercial Rehabilitation Program

Amendment No. Two (2) Date: 9/11/2012

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/22/12.

The new contract term is: 11/23/2012 to 11/22/2013.

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

Lorraine Bergman
Signature Date 11/1/12

Lorraine Bergman, CEO
Typed Name and Title

Caliente Construction Inc.
Company Name

242 S. El Dorado Circle
Address

Mesa
City

AZ
State

85202
Zip Code

Attested By:

Linda Blas
City Clerk

Scott Whyte
Director: Scott Whyte, Economic Development Services
Director

Rebecca Zook
Project Mgr. Rebecca Zook, Site Development Manager

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

The above referenced Contract Amendment is hereby Executed

Nov. 15, 2012, at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor



City Seal

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

Official File

A CON 54510B



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg, CPPB

Solicitation No. P11-0004 Page 1 of 1
Description: Commercial Rehabilitation Program
Amendment No. One (1) Date: 9/19/2011

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/22/11. The new contract term is: 11/23/2011 to 11/22/2012.

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

Lorraine Bergman Signature 9/21/11 Date Lorraine Bergman, CEO Typed Name and Title Caliente Construction Inc. Company Name
242 S. El Dorado Circle Address Mesa City AZ State 85202 Zip Code

Attested By:

Wanda Nelson

Wanda Nelson, City Clerk

Scott Whyte

Director: Scott Whyte, Economic Development Services Director

Rebecca Zook

Project Mgr: Rebecca Zook, Site Development Manager

Stephen M. Kemp

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



CC Number

ACON54510A
Contract Number

The above referenced Contract Amendment is hereby Executed

Oct 19, 2011, at Peoria, Arizona

Dan Zenko

Dan Zenko, Materials Management Supervisor

City Seal

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

Official File

A CON 54510A

JOB ORDER CONTRACT



P11-0004

Commercial Rehabilitation Program

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT

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

ATTACHMENTS

Attachment A	Graduated Fee Schedule
Attachment B	Scope of Services
Attachment C	Statement of Interest and Qualifications
Attachment D	Proposal Response
Attachment E	Identified Risks and Solutions

JOB ORDER CONTRACTING

CONTRACT

THIS CONTRACT is entered into by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Caliente Construction, 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" Graduated Fee Schedule 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 30 days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance

with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

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

1.9. Reference Standards

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

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

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

2. CONTRACT TERM

2.1. Contract Term. The term of the Contract shall commence on the date it was executed by both parties and 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. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. Job Order. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in the Attachments.

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

3. PERFORMANCE OF THE WORK

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

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

3.2. Job Order Contractor Duties and Obligations.

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

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

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

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

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

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

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

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

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

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

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

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and

any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

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

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

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

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

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

3.2.4.6 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.13. Shop Drawings. Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's

design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

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

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

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

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

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

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

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

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

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

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

4. JOB ORDER DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

5. MATERIAL AND WORKMANSHIP

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

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

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

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

6. SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. JOB ORDER SCHEDULES

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

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

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

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

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

7.3. Progress Report. Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of

shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

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

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

9. **INVOICING AND PAYMENT**

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

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

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

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

9.4. **Retention.** Not applicable.

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

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

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

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

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

9.7.1. Completion and acceptance of the Work;

9.7.2. Presentation of a properly executed invoice;

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

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

10. CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE & BONDS

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

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

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

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

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

11.2. Owner as Additional Insured. The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11.1 shall be endorsed to name Owner as

Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

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

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

11.3.2. Waiver of subrogation in favor of Owner.

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

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION. To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. DISPUTES.

13.1. 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 number)

City of Peoria, Materials Management
Herman Koebergen, Materials Manager
9875 N. 85th Avenue, Peoria, AZ 85345
(623) 773-7115

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

Lorraine Bergman, President/CEO
Caliente Construction, Inc.
242 S. El Dorado Circle, Mesa, AZ 85202
(480) 894-5500

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

14. TERMINATION AND DEFAULT

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

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

14.2.1. Stop work as specified in the notice;

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

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

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

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

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

14.2.5. Complete performance of the Work not terminated;

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

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

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

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

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

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

14.4.1.1.1. The cost of this Work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be in the amount of 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.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor

must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.17. Right To Audit Records. The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

16.18. Warranties. Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless

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

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

- 16.19.1. Waive the non-conformance.
- 16.19.2. Stop the work immediately.
- 16.19.3. Bring material into compliance.
- 16.19.4. This shall be accomplished by a written determination from the Owner.

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

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

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

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

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

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

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

16.27. Public Records. All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City

during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

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

16.29. Delivery Orders. The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the 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. Federal Funding. It is the responsibility of the Contractor to determine on any job order project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.36 ARRA Sec. 1606. Davis-Bacon Act. Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall

have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

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

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

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

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

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

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

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

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

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

16.39. Whistleblower Protections Under The ARRA:

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

16.40. Reporting Requirements under the ARRA:

- (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
- (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov:
 - (1) The City of Peoria contract and order number, as applicable.
 - (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.

- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.
- (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.
- (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.

- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

16.41. Central Contractor Registration Required:

- (a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- (b) "Registered in the CCR database" means that—
 - (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.
- (d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.
- (e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent

updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

16.42 Contract Work Hours and Safety Standards Act -- Overtime Compensation.

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

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

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

(d) *Payrolls and basic records.*

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

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

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

subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

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

ATTACHMENT A
GRADUATED FEE SCHEDULE



November 3, 2010

**PRECONSTRUCTION SERVICES
HOURLY RATE SCHEDULE**

Firm	Position	Position Rate
Caliente Construction, Inc.	Project Manager	\$98.00
Caliente Construction	General Superintendant	\$98.00
Caliente Construction	Project Superintendant	\$73.00
Caliente Construction	Project Engineer	\$62.00
Caliente Construction	Project Coordinator	\$50.00
Caliente Construction	Project Accountant	\$60.00
Dick & Fritsche Design Group	Principal	\$160.00
Dick & Fritsche Design Group	Project Manager	\$120.00
Dick & Fritsche Design Group	CAD Tech	\$80.00
Dick & Fritsche Design Group	Designer	\$100.00

Please note that these rates are valid for the year 2011. They will expire on 1-1-12.



Winner of Tempe Chamber Business Excellence Award 2008
"We build more than structures; we build confidence and relationships that last"

242 S El Dorado Circle, Mesa AZ 85202, Phone (480) 894-5500 Fax (480) 894-2323
 AZ ROC091625 AZ ROC098769 AZ ROC164561 CA 770323 UT 4741522-5501 NM 85371



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 work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

2.0 DOCUMENTS

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

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

3.0 WORK AUTHORIZATION

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

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

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

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

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

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

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

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

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

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

4.0 SCHEDULING OF WORK

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

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

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

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

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

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

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

6.0 DESIGN

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

7.0 TEMPORARY SANITATION FACILITIES

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

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

8.0 DUST CONTROL AND WATER

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

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

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

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

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

9.0 ELECTRICITY

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

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

10.0 WORK BY OWNER

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

ATTACHMENT C
STATEMENT OF INTEREST & QUALIFICATIONS



SOLICITATION AMENDMENT

Materials Management Procurement

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

Solicitation No: P11-0004
Description: JOC for Commercial Rehabilitation Program
Amendment No: One (1)
Solicitation Due Date: September 22, 2010
Solicitation Due Time: 5:00 p.m.

Buyer: Lisa Houg, CPPB

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

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

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<ftp://cityftp.peoriaaz.gov/solicitation>

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: 0EC91&!v

(password is case sensitive)

You should then see the available file. The file name for this project is P11-0004 – Commercial Rehabilitation Program. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

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

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

Vendor hereby acknowledges receipt and agreement with the amendment

Signature Date

Typed Name and Title

Company Name

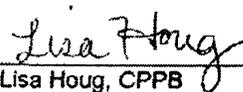
Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

September 7, 2010

at Peoria, Arizona



Lisa Houg, CPPB
Contract Officer



**STATEMENT OF INTEREST
AND QUALIFICATIONS**

Solicitation Number: **P11-0004**

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

**REQUEST FOR
STATEMENT OF INTEREST & QUALIFICATIONS**

JOB ORDER CONTRACTING

for

COMMERCIAL REHABILITATION PROGRAM

P11-0004

Due Date: September 22, 2010, 5:00 PM Arizona Time

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



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

Request for Statement of Interest and Qualifications Job Order Contracting for Commercial Rehabilitation Program

SECTION 1 – INTRODUCTION AND PROJECT OVERVIEW

1.1 Background

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

It is the intent of the City of Peoria to select one (1) contractor for the award of a Job Order Contract.

1.2 Best Value Selection Process

The City expects to award the project to the best valued contractor based on the requirements in this solicitation. The contractor selected for qualification will be the contractor whose qualifications are responsive, responsible, and are the most advantageous to City, as determined by City in its sole discretion. The performance of all work performed under this contract will be evaluated at project completion and will determine eligibility for future work at the City.

1.3 Project Overview

The intent of this Job Order Contract is to aid the City of Peoria in accomplishing the goal of revitalizing the Old Town's Commercial (OTC) Core through a comprehensive rehabilitation program. The OTC Core includes properties on 83rd Avenue, Washington Street, Jefferson Street, and Peoria Avenue (see Exhibit 1). The Program is designed to promote and assist the improvement of Old Town commercial properties through exterior rehabilitation of facades on primary building/structures. The improvements may also extend to related structural and site elements including but not limited to signage, parking areas and walkways. The successful team will have experience working in and around downtown areas and managing/communicating with multiple stakeholders.

1.4 Project Budget

Peoria's Capital Improvement Program identifies funding for this project in Fiscal Year 2011 in the amount of **\$1,175,000**.

1.5 Client Team

The Peoria Mayor and City Council collectively are the project client and as such authorize all project budgets and capital expenditures. To represent the interests of the Mayor, Council, and City Management the City of Peoria has identified **Rebecca Zook** to fill the Role of Project Manager and day to day contact for the entire project.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description:

The City completed the 2009 Old Town Peoria Revitalization Plan (OTPRP) which was adopted by City Council on December 15, 2009. This document establishes the necessary framework and provides a multi-faceted approach to spur revitalization within Old Town Peoria. As a result, the city began working on Design Concepts for the Downtown Commercial Rehabilitation Program in early 2010. Preliminary Design Concepts have been completed for just over 15 commercial buildings within the targeted area (Exhibit 2-4). The buildings/sites included in the initial study were chosen based on specific areas of interest and are not intended to be the only beneficiaries of this program. The initial study concepts have been presented to City management and to property/business owners in order to obtain general acceptance of designs/materials. City staff will be meeting individually with each affected property owner to help finalize the rehabilitation concepts for their specific building/business.

The overall scope of work will be phased over several years pending release of funds through the Capital Improvement Budget. As a result, the City will need to identify specific buildings/areas (through the Commercial Rehabilitation Program Criteria) that will participate in the initial fiscal year (FY2011). Once the initial sites have been identified, the successful JOC team members will also complete a field evaluation/inspection of the affected properties in an effort to assess the viability of proposed changes to the structure and site.

Once the design phase is completed, we would anticipate moving directly into the rehabilitation/restoration construction phase of the project. It is essential that the businesses remain in operation during the construction phases and we would expect the JOC team to effectively manage the communication and coordination of this effort.

Since the improvements would be phased over a period of several years pending funding availability and release, it will be the intent of the City to effectively coordinate the improvements within the targeted area to provide the most positive benefit to the stakeholders and the downtown area as a whole.

2.2 Project Information

The name and location listed below is a project that may be done under this JOC contract. This project information is provided for contractors to use in completing the Project Assessment Plan so the City can see how your firm would approach a project if awarded the contract.

Wagoner Plaza II, located at 8466 W. Peoria Ave (see Exhibit 4). The project includes facade improvements, signage, and parking lot improvements.

2.3 Additional Project Information

For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue 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 Contractor will be issued work, the Contractor is neither guaranteed a



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractor will be expected to deliver turn key projects, including all permitting and regulatory requirements.

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

SECTION 3 – STATEMENT OF QUALIFICATIONS AND EVALUATION CRITERIA

3.1 General Information

The JOC will be selected through a qualifications based selection process. The City expects to award the project to the best valued contractor based on the requirements in this solicitation. The contractor selected for qualification will be the contractor whose qualification is responsive, responsible, and are the most advantageous to City, as determined by the City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification.

3.2 Criteria and Weights

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

Category	Weight
Responsiveness	Pass/Fail
References	Pass/Fail
Project Assessment Plan	
Scope Plan and Design Concept	25%
Risk Assessment / Value Added Plan	25%
Subcontractor Selection Plan / Project Schedule / Design Rendering	5%
Interview	45%

3.2.1 Responsiveness (Pass/Fail)

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

- (1) The Contractor will complete and provide all information in **Attachment A (Proposal Form)**
- (2) The Contractor will complete and provide all information in **Attachment B (Reference List)**
- (3) The Contractor will complete and provide all information in **Attachment C (PA Plan)**
- (4) The Contractor will complete and provide all information in **Attachment D (Subcontractor Plan)**



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

3.2.2 References (Pass/Fail)

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

3.2.3 Project Assessment Plan (Weighted at 55%)

- The Contractor will submit a Project Assessment Plan as outlined in **Attachment C**.
- The PA Plan must be 4 pages or less (2 pages for Scope Plan (25%) and 2 pages maximum for risk assessment and value added (25%) items).
- The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
- The Contractor must use the template as provided in **Attachment C**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
- Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is shall be marked as unresponsive and eliminated from the evaluation process.
- Provide a detailed 1-page subcontractor selection plan that uses qualification and price in the selection criteria (**Attachment D**). The contractor should describe how they will pre-qualify and select their subcontractor(s) as required per ARS 34-603. The subcontractor selection plan, project duration schedule and design rendering are weighted at 5% combined (5%).
- Provide a 1 page project duration schedule for the project only that conveys major milestones, including City approval processes, and final submittal to the City. Assume an Award date of **November 1, 2010**.
- Provide a 1 page Design Rendering using the sample project provided.

3.2.4 Interviews (Weighted at 45%)

- The City will shortlist contractors based on the criteria in this section.
- The City may interview all of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will only be allowed in the interview during the 15-minute presentation and will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.
- *Important Note:* All proposed team members must be available for interview on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the contractor's competitiveness.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

SECTION 4 – SELECTION PROCESS

4.1 Interview and Final Listing Process

Contractors will be prioritized and selected through qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each Project Assessment Plan.

The City will use a Linear Relationship Model (LRM) as outlined in Appendix 3 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and will shortlist and interview the top 3 to 5 contractors based on the scores from the Project Assessment Plan. After conducting the interviews, investigations of the contractors will be performed by the City.

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

4.2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors. The top selected contractor(s) on the final list will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

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

After award to the top contractor(s), each JOC project will require a pre-award phase to be completed as outlined in the Pre-Award Document (Appendix 1).

SECTION 5 – POST AWARD ACTIVITIES

5.1 Weekly Reporting System

Once a Notice to Proceed has been issued, the awarded Contractor will be required to submit weekly reports documenting risks on the project, as outlined in Appendix 2. The weekly reports are due every Friday, until the project is closed out or project has been accepted and final payment is received. For projects with duration of less than 6 months, the weekly report will be at the discretion of the City's project manager.

5.2 Post Project Evaluation

Upon completion of the project, the City will evaluate the overall performance of the project team (including, but not limited to: overall quality, on-time completion, no cost change orders, compliance to budget, no complaints, final results after the project has been completed, ability to



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

work with the City staff, and submission of accurate weekly reports). The final rating will be used towards future City of Peoria projects and could modify the team's evaluation up or down.

Special Condition: For contracts that will span over multiple years, the City will perform annual project evaluations. These evaluations will be used to temporarily modify any team scores (until the project is complete and the final rating is submitted). The final rating will be updated once the project has been completed.

SECTION 6 – CRITICAL DATES

6.1 Pre-Submittal Conference

A pre-submittal conference will be held on **September 9, 2010 at 1:30 p.m.** Arizona Time. The meeting location is the **City of Peoria Development and Community Services Building, Point of View Conference Room, 9875 N. 85th Avenue, Peoria AZ, 85345.**

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

6.2 Critical Dates:

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

September 9, 2010	Pre-Submittal Conference
September 22, 2010	Submittals Due
October 5, 2010	Notification of Interviews
October 18, 2010	Interviews (shortlisted contractors only)
October 20, 2010	Best-Value Contractor Notification
October 25, 2010	Pre-Award Phase
November 1, 2010	Anticipated Award

SECTION 7 – SOQ SUBMITTAL FORMAT

7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. All documents should be on 8½" x 11", in black and white ink only. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
 - No faxed or emailed SOQs will be considered.
 - The SOQ must be received by the date listed in Section 7.2
1. Attachment A: Proposal Form –One (1) original must be submitted.
 2. Attachment B: Reference List – One (1) original must be submitted.
 3. Attachment C: Project Assessment Plan – Seven (7) copies of the completed 2-page Scope Plan, 2-page Risk Assessment/Value Added plan must be submitted.
 4. Attachment D: Subcontractor Selection Plan – Seven (7) copies of the detailed 1 page subcontractor Selection Plan.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

5. Detailed Project Duration Schedule – Seven (7) copies of the 1 page project schedule must be submitted.
6. Design Rendering – Seven (7) copies of the 1 page Design Rendering must be submitted.

7.2 Submittal Contact and Date

- Contact Information
Attention: Lisa Houg, Contract Officer
SOQ #: **P11-0004, Commercial Rehabilitation Program**
City of Peoria Materials Management
9875 N. 85th Ave., 2nd Floor
Peoria, AZ 85345
- SOQs must be received by **5:00 p.m. (AZ time) on September 22, 2010.**

7.3 Disqualification

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
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachment A and Attachment B)

SECTION 8 – GENERAL INFORMATION

8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing:
Lisa Houg, Contract Officer
City of Peoria Materials Management
Lisa.Houg@peoriaaz.gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

8.2 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in section 8.1 above, and will be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P11-0004**

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

in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.

- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the "Legal Arizona Workers Act."

8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/content2.aspx?ID=2071>
The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, and section 2-321. Procurement Code Protests; Informal and Formal.
- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/content2.aspx?ID=2141> under the "Learn more About" box on the right side of the web page.

8.4 Attachments (All Must Be Completed and Returned to Be Considered Responsive)

Attachment A:	Proposal Form
Attachment B:	Reference List
Attachment C:	Project Assessment Plan, Project Duration Schedule and Design Rendering
Attachment D:	Subcontractor Selection Plan

8.5 Appendices

Appendix 1:	Pre-Award Phase Guide
Appendix 2:	Weekly Reporting Guide
Appendix 3:	Scoring and Ranking Submittals



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT A PROPOSAL FORM

Name of Job Order Contractor (Firm): _____

Project Manager (Individual) _____

Project Superintendent (Individual) _____

Estimator (Individual) _____

Architect (Individual and Name of Firm) _____

Individual project bonding capacity: \$ _____

Total bonding capacity: \$ _____

Amount of bonded contracts currently in process: \$ _____

The Project Assessment Plan must NOT contain any information that may identify the Contractor or critical team members.

Name of Company

Printed Name of Contractor Representative

Signature of Contractor Representative

Street Address

City / State / Zip

Phone

Fax

Date

E-mail Address



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT B REFERENCE LIST

HOW TO CREATE AND SUBMIT A REFERENCE LIST

1. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
2. The references for past projects must be of similar size and scope for the type of project being solicited.
3. The past projects must be completed past projects (no on-going or substantially complete projects).
4. The City will contact the references for additional information and clarification. If the reference cannot be contacted, there will be no credit given for that reference and your contractor may be eliminated from the selection process.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT B REFERENCE LIST (continued)

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

1. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____
 Date Completed: _____

2. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____
 Date Completed _____

3. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____

 Annual Value: _____
 Date Completed _____



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

Introduction

The purpose of the Project Assessment Plan is to identify if a contractor can quickly identify the risks on a future project in terms of cost, time, and client expectations (of quality and performance). The PA Plan is used to:

1. Assist the client in prioritizing contractors based on their ability to understand the risks of a project.
2. Provide high performing contractors with an opportunity to differentiate themselves from their competitors.
3. Minimize the effort of experienced companies who are competing for the project.

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

PA Plan Format

The PA Plan contains three major sections: Scope Plan, Potential Risks and Solutions and the Potential Value Added Options. The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not be awarded the project. Therefore, the PA Plan should be brief and concise. The PA Plan shall NOT exceed 4 pages front side of page only (2 pages Scope Plan, 2 pages combined for Risks and Value Added Ideas).

In order to minimize any bias by the evaluation committee, the PA Plans shall NOT contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). A PA Plan template is attached and must be downloaded from the website. Contractors are NOT allowed to re-create the PA Plan Template (cannot alter font size, font type, add colors, add pictures, etc). Failure to comply with these requirements will result in disqualification. The PA Plans should not contain any marketing information, brochures, product names, technical information, or general items. All documents shall be on 8½" x 11", in black and white ink only.

Overview of the Scope Plan Section

The purpose of the scope plan submittal is an opportunity for the contractor to differentiate themselves by giving a concise and well organized description of the project. The Scope Plan should be a succinct summary of the project and should be used to prove to the client that the contractor can visualize what they are going to do before they do it. The Plan should identify the major components, risks, and show contractors capability to predict, preplan, prioritize and minimize technical risks.

Overview of the Risk Assessment Section

The contractor 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. Risks can include things that you control and things that you do not control.
2. Explain how the contractor will avoid / minimize the risk. If the contractor has a unique method to minimize the risk, they should explain it in non-technical terms.

Overview of the Value Added Item Section

The contractor should identify and list any value added options that they feel may apply to this project. Do not include marketing material.

Project Duration Schedule

Provide a project duration schedule for the project only that conveys major milestones, including City approval processes.

Design Rendering

Provide a design rendering for the project using the project identified in Section 2.2.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 of 2)

Font size should not be any smaller than 10 point Times New Roman or Arial. Modifications to the format of this template will result in disqualification. (i.e., altering font type, adding colors, adding pictures, etc). Do not list any names/information that can be used to identify your contractor. (You may delete these instructions.)



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 2 of 2)

Font size should not be any smaller than 10 point Times New Roman or Arial. Modifications to the format of this template will result in disqualification. (i.e., altering font type, adding colors, adding pictures, etc). Do not list any names/information that can be used to identify your contractor. (You may delete these instructions.)



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify major risks associated with Commercial Rehabilitation projects. You may add/delete the risk tables below as necessary.

Risk 1:	
Solution:	
Risk 2:	
Solution:	
Risk 3:	
Solution:	
Risk 4:	
Solution:	
Risk 5:	
Solution:	
Risk 6:	
Solution:	
Risk 7:	
Solution:	
Risk 8:	
Solution:	
Risk 9:	
Solution:	
Risk 10:	
Solution:	



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C

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:			
Impact:	Cost (\$)		Schedule (Days)
Item 2:			
Impact:	Cost (\$)		Schedule (Days)
Item 3:			
Impact:	Cost (\$)		Schedule (Days)
Item 4:			
Impact:	Cost (\$)		Schedule (Days)
Item 5:			
Impact:	Cost (\$)		Schedule (Days)



**STATEMENT OF INTEREST
AND QUALIFICATIONS**

Solicitation Number: P11-0004

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

**ATTACHMENT D
SUBCONTRACTOR SELECTION PLAN**

This template must be used.

SUBCONTRACTOR SELECTION PLAN (Page 1 of 1)

Font size should not be any smaller than 10 point Times New Roman or Arial. Modifications to the format of this template will result in disqualification. (i.e., altering font type, adding colors, adding pictures, etc). Do not list any names/information that can be used to identify your contractor. (You may delete these instructions.)



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

APPENDIX 1 PRE AWARD PHASE GUIDE (selected contractors 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 contractor. It is in the contractor's best interest to identify any issues or concerns ahead of time during the pre-award period. The contractor 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 contractor 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 contractor 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 contractor 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

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



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

APPENDIX 2 WEEKLY REPORTING

Weekly Report Guide

The weekly report is an excel file that must be submitted on Friday of **every** week through project closeout. The contractor will be provided an electronic version of the spreadsheet during the pre-award phase. 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 Project Name; For example, 'Polk Project' for the week ending August 20, 2010 should be labeled '100820 Polk Project').

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.

WEEKLY REPORT CHECKLIST

<input type="checkbox"/>	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.
<input type="checkbox"/>	Add any items that have been identified this week to the bottom of the list.
<input type="checkbox"/>	Update any items that have been resolved this week.
<input type="checkbox"/>	Update any 'old' items that have remained unresolved.
<input type="checkbox"/>	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. <i>**Note: The Owner has the opportunity to change the 'Owner Rating' from month to month, whether it has been resolved or not.</i>
<input type="checkbox"/>	Save the Excel Spreadsheet as ' YYMMDD Project Name '
<input type="checkbox"/>	Email a copy of the 'Weekly Report' Excel Spreadsheet to the following people: Lisa.Houg@peoriaaz.gov, Rebecca.Zook@peoriaaz.gov, Peggy.Ferrin@asu.edu



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

APPENDIX 3 SCORING AND RANKING SUBMITTALS

Overview

The City of Peoria uses a simple linear data model to score and rank the contractors. The model uses raw data scores with a 1-10 rating, then normalizes those scores to a 100 point basis, then multiplies by the weighted percentage for the final score and ranking. Example: $8.1 = 81 \times 45\% = 36.45$.

Example

The following data and tables are for informational purposes only. Based on the raw data and weights, Contractor C is identified as the highest ranked contractor (85.35 points out of 100 possible points). Any contractor that receives a fail in the responsiveness or reference categories will be eliminated from the selection process.

No.	Criteria	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Weight
		Vendor A	Vendor A	Vendor B	Vendor B	Vendor C	Vendor C	
1	Responsiveness	Pass	Pass	Pass	Pass	Pass	Pass	Pass/Fail
2	Interview Score	8.1	36.45	7.8	35.1	8.3	37.35	45%
3	Scope Plan	5.6	14	6.1	15.25	7.8	19.5	25%
4	PA/VA Plan Score	9.1	22.75	9.7	24.25	9.5	23.75	25%
5	Subcontractor Plan, Project Schedule, Design Rendering Score	8.5	4.25	9.3	4.65	9.5	4.75	5%
6	References	Pass	Pass	Pass	Pass	Pass	Pass	Pass/Fail
			77.45		79.25		85.35	100%
	Final Ranking		3		2		1	
			Vendor A		Vendor B		Vendor C	



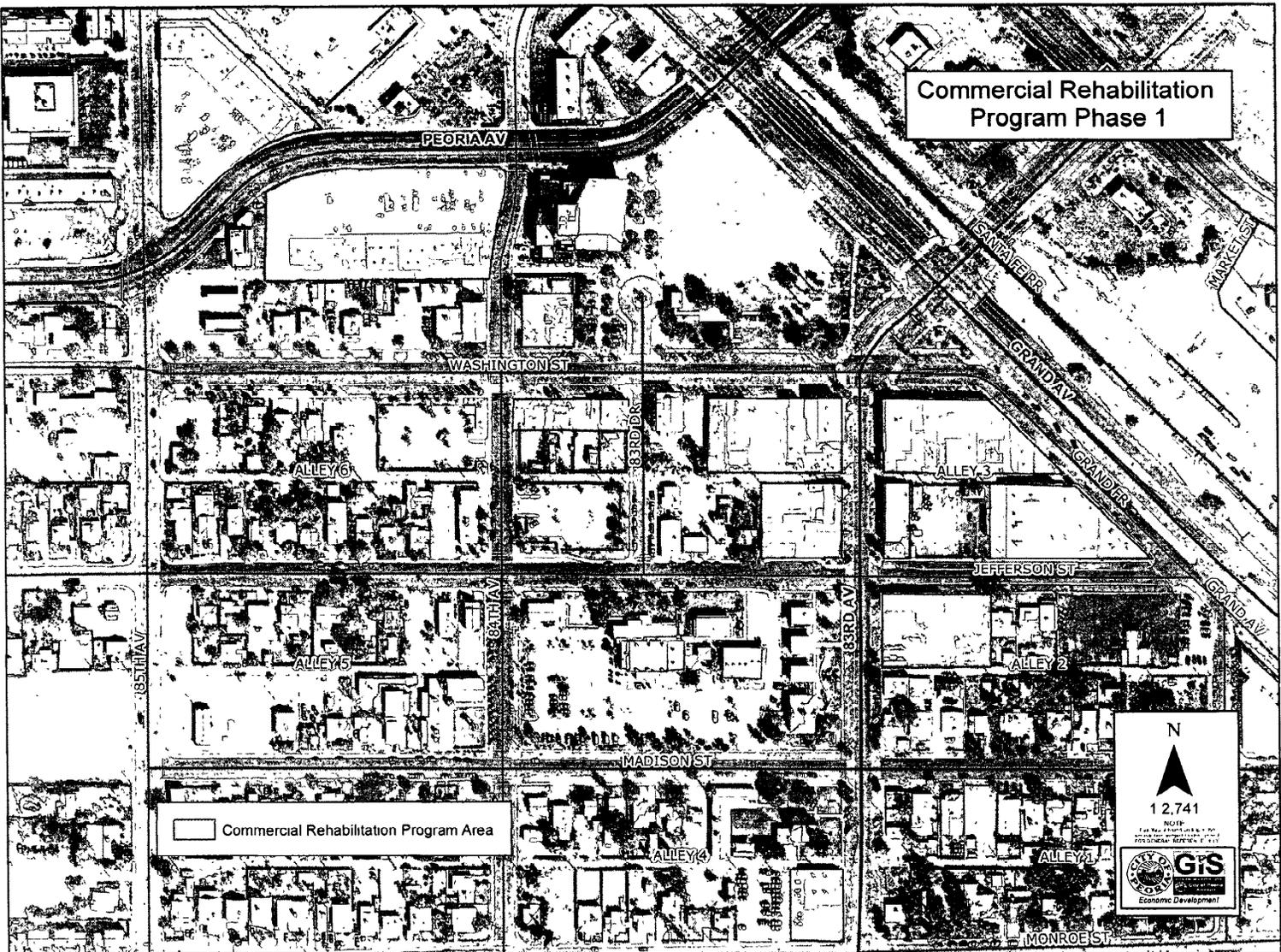
**STATEMENT OF INTEREST
AND QUALIFICATIONS**

Solicitation Number: P11-0004

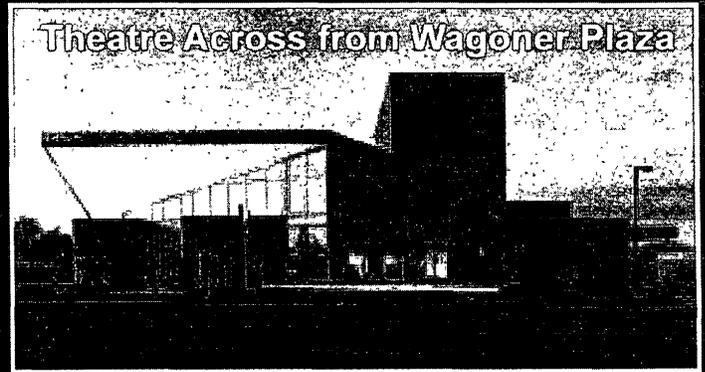
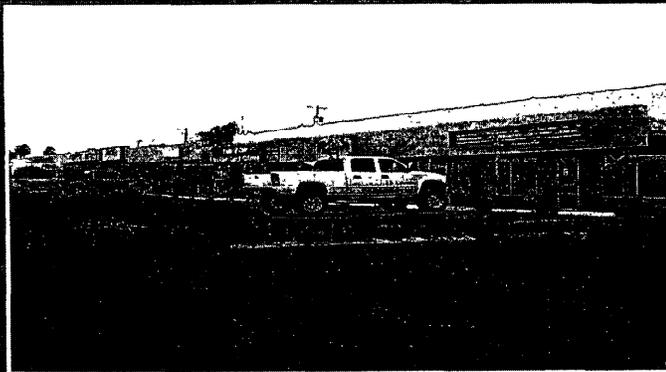
**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

EXHIBITS 1, 2a, 2b, 3a, 3b, 4 are attached.

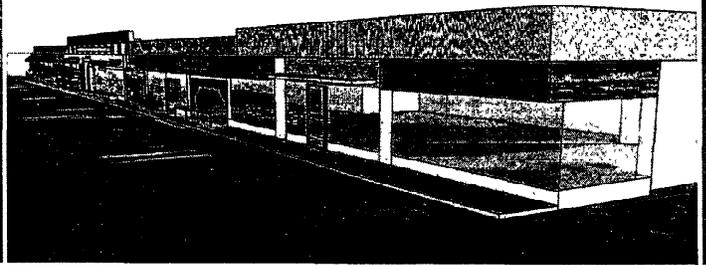
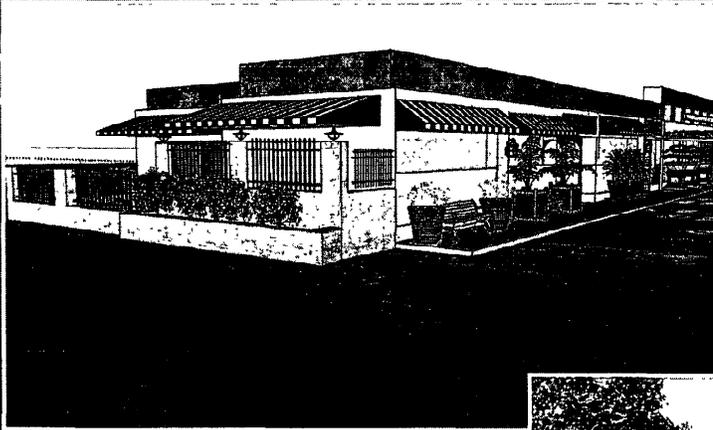
Commercial Rehabilitation Program Phase 1



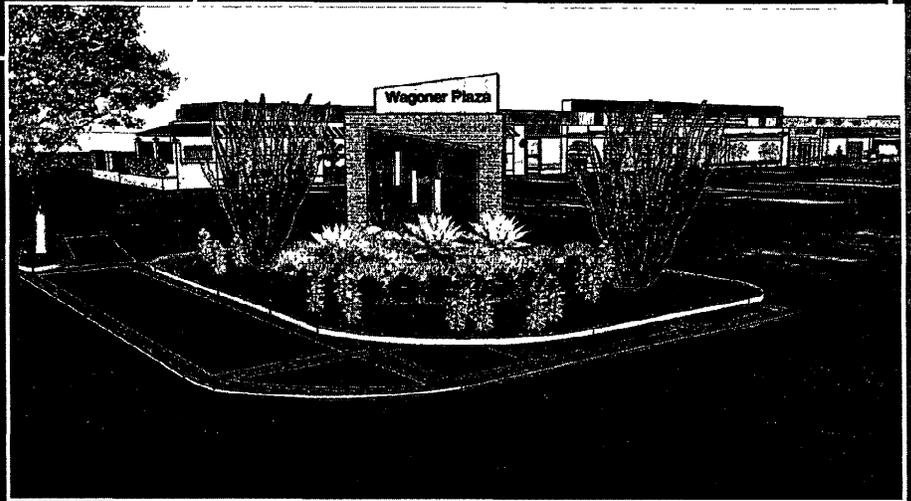
Wagoner Plaza I – Exhibit 2a



Wagoner Plaza I – Exhibit 2b



- Contemporary Design Influence Derived from Theatre
- Increase Window Frontage to Provide Openness
- Adjusted Roofline Articulation
- Expanded Building Sidewalk Area
- Monumentation and Landscaping at Corner

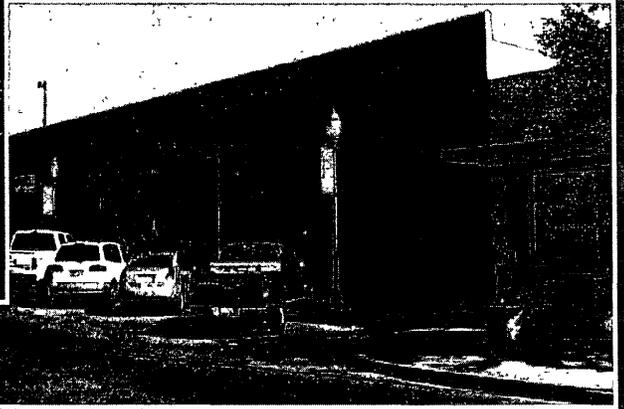
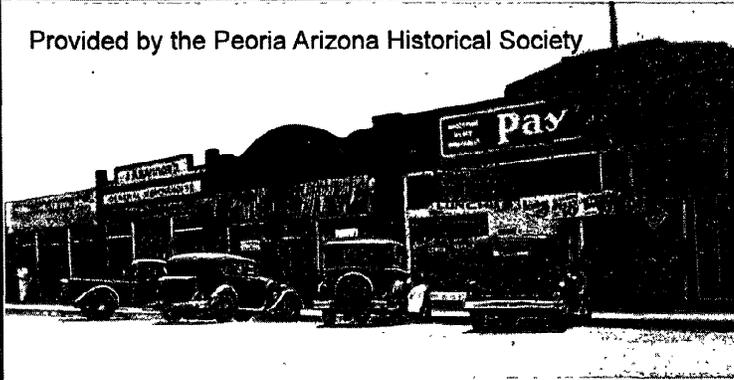


Multi-Owner Building – Exhibit 3a

Southeast Corner 83rd & Washington Avenue



Provided by the Peoria Arizona Historical Society

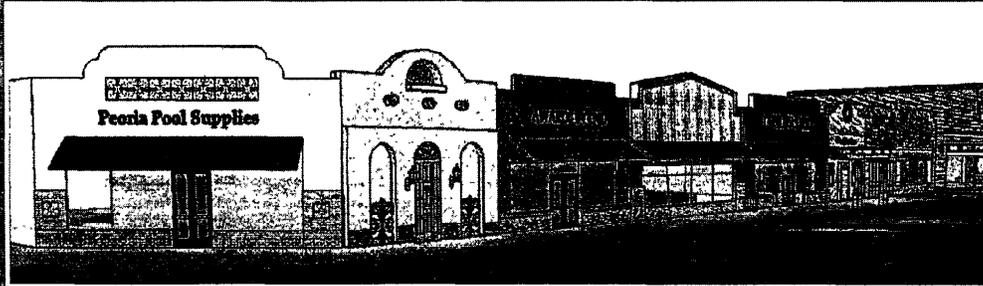


Multi-Owner Building – Exhibit 3b

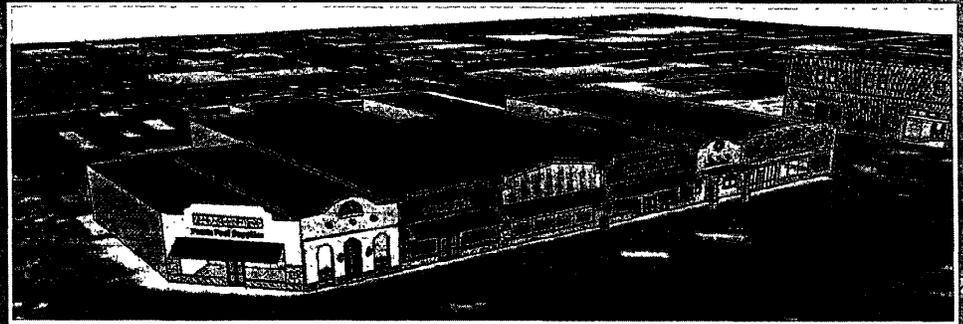
- Old Town Character
- Eclectic Design



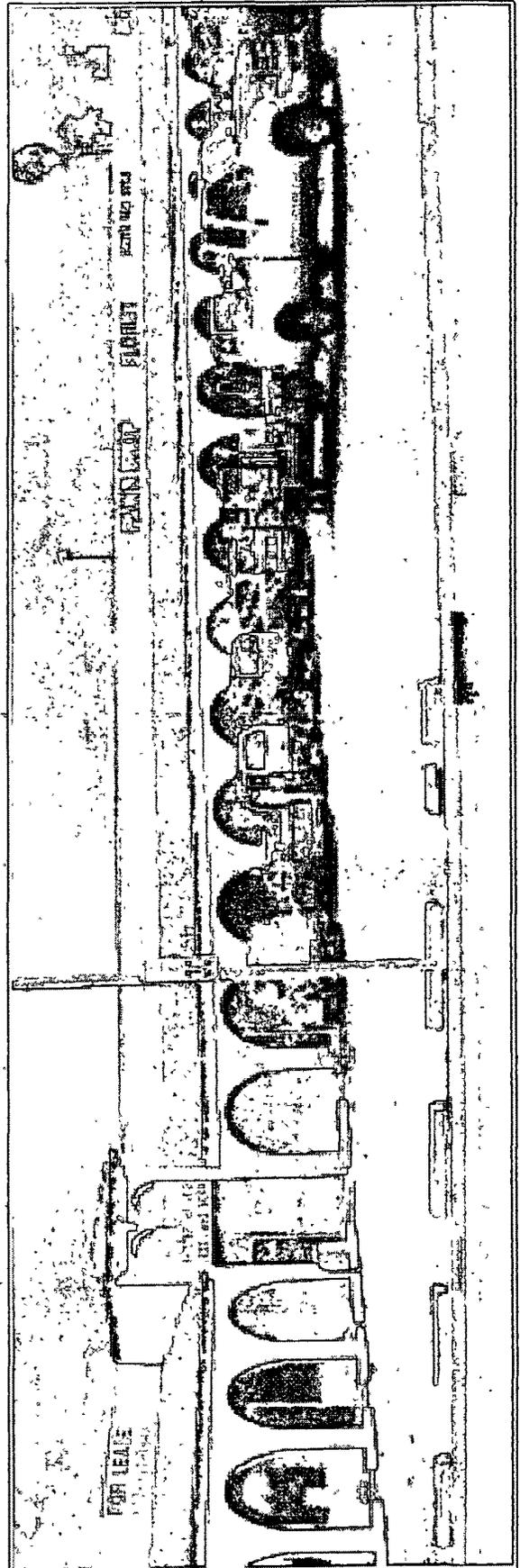
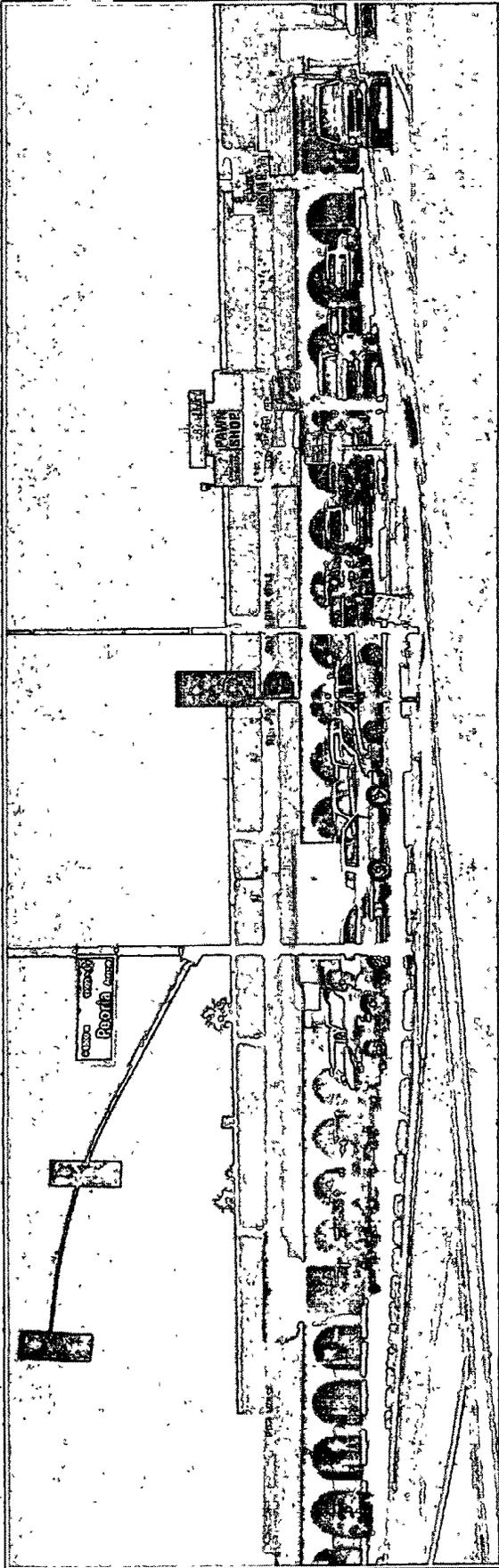
- Creating Character and Identity for each Tenant



- Storefront Appeal
- Roofline Articulation Echoes Old Town Peoria in early 1900's



Wagoner Plaza II - Exhibit 4



ATTACHMENT D
PROPOSAL RESPONSE



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

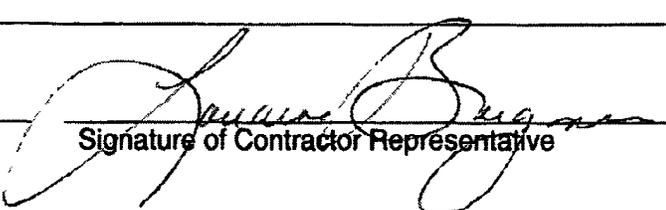
ATTACHMENT A PROPOSAL FORM

Name of Job Order Contractor (Firm):	<u>Caliente Construction, Inc.</u>
Project Manager (Individual)	<u>Don Mellow</u>
Project Superintendent (Individual)	<u>Dave Eatinger</u>
Estimator (Individual)	<u>Don Mellow</u>
Architect (Individual and Name of Firm)	<u>John Dick, AIA Principal Dick & Fritsche Design Group</u>

Individual project bonding capacity:	<u>\$25,000,000</u>
Total bonding capacity:	<u>\$50,000,000</u>
Amount of bonded contracts currently in process:	<u>\$7,800,000</u>

The Project Assessment Plan must NOT contain any information that may identify the Contractor or critical team members.

Caliente Construction, Inc.
Name of Company

Lorraine Bergman, President / CEO
Printed Name of Contractor Representative

Signature of Contractor Representative

242 S. El Dorado Circle
Street Address
Mesa, AZ 85202
City / State / Zip

(480) 894-5500
Phone
(480) 894-2323
Fax
September 22, 2010
Date

lbergman@calienteconstruction.com
E-mail Address



**STATEMENT OF INTEREST
AND QUALIFICATIONS**

Solicitation Number: P11-0004

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

**ATTACHMENT B
REFERENCE LIST**

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

1. Company: Johnston Properties
 Contact: Teri Graham Phone: 480-621-7296
 Address: 3000 E. Ray Road, Bldg. 5 ,Gilbert, AZ 85296
 Description of Work: Liberty Market-Renovation/restoration of 2,500 SF historic brick building and new construction of a 4,000 SF addition to integrate modern features into historical
 Annual Value: \$1,405,000 (total construction cost)
 Date Completed: 08/2008

2. Company: The City of Phoenix
 Contact: Francisco Badilla Phone: (602) 262-6652
 Address: 200 West Washington Street, 7th Floor, Phoenix, AZ 85003-1611
 Description of Work: Reflections Apartments-Complete interior and exterior renovation/rehabilitation of 30-year old 2-story, 18 unit complex for City of Phoenix affordable housing
 Annual Value: \$1,209,065
 Date Completed 05/2009

3. Company: Maricopa County Facilities Management
 Contact: Robert Jones Phone: (602) 506-5617
 Address: 401 W. Jefferson, Phoenix, AZ 85003
 Description of Work: Job Order Contract for general building/site construction and some design work for various remodeling, additions, new small building construction.
 Annual Value: \$3,000,000
 Date Completed July 2010



SOLICITATION AMENDMENT

Solicitation No: P11-0004
 Description: JOC for Commercial Rehabilitation Program
 Amendment No: One (1)
 Solicitation Due Date: September 22, 2010
 Solicitation Due Time: 5:00 p.m.

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

Buyer: Lisa Houg, CPPB

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

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

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<ftp://cityftp.peoriaaz.gov/solicitation>

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: 0EC91&lv

(password is case sensitive)

You should then see the available file. The file name for this project is P11-0004 – Commercial Rehabilitation Program. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

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

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

Vendor hereby acknowledges receipt and agreement with the amendment.

 _____
 Signature Date September 22, 2010

Lorraine Bergman, President / CEO
 Typed Name and Title

Caliente Construction, Inc.
 Company Name

242 S. El Dorado Circle
 Address

Mesa AZ 85202
 City State Zip

The above referenced Solicitation Amendment is hereby Executed

September 7, 2010

at Peoria, Arizona

 _____
 Lisa Houg, CPPB
 Contract Officer



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 of 2)

Building Design Scope

- First and foremost we will develop a site safety and staging plan. Components may include erecting barricades, use of traffic cones, construct covered walk-ways or tunnels to allow safe access to business. We will also continually notify and update businesses regarding construction activities that will take place.
- Demolish existing covered arcade. The existing 17,600 sq. ft. shell building and all tenant improvements are to remain.
- Construct a variety of new façade elements, including walls, columns, shade canopies, and other elements to provide some degree of individual identity for major tenants, and groupings of smaller tenants. The design elements are generally in keeping with recent new commercial developments in Peoria, such as the Park West Center on Northern, west of the Loop 101. Construction materials will include painted stucco over frame, with stone veneer used as accents.
- Selective modification of some of the existing storefronts and window openings to create variety, and allow maximum tenant identification.
- Extend height of existing parapet walls, with appearance of additional depth, and new pop-out areas of the building to enhance the design concept and break up the straight line appearance. There will be some repairs required on the back side of the parapets including some patching of the existing roof.
- Refinish the existing slump block walls with a stucco finish and paint.
- Add structural elements on the southeast side of the restaurant to provide for outdoor dining and community seating. The design intent is to provide some vitality and interest along Peoria Avenue, and to provide a visual gesture to the Peoria Center for Performing Arts.
- Upgrade existing tenant signage, providing a consistent theme but with some variation.
- Upgrade exterior building lighting under the new canopies and/or on the building façade.
- Stain existing concrete walkway directly in front of the tenant spaces, with accent bands similar to recent City of Peoria sidewalk improvements.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 2 of 2)

Site and Parking Scope

- Redesign the parking layout and vehicular circulation, and relocate driveway entrances to provide more efficient circulation, easier ingress and egress, and an approved fire lane across the front of the building. The new layout eliminates the “dead ends” currently on the site. The net effect is the loss of 10 parking spaces, but the remaining 108 spaces (including those in the rear) provide a parking ratio of 1 space per 154 sq. ft., which is very good for this type of property.
- Provide new landscape areas along Peoria Avenue and within the parking area. Some of the lost parking spaces will enhance the property with new planting opportunities. We intend to work closely with the City of Peoria, the property owner and the tenants to develop a final landscape plan that improves the aesthetics of the neighborhood while still providing clear views of the center from the street. Our landscape concept will be to maximize the use of native and low-water use plants and trees.
- All sidewalks and ramps will be ADA compliant.
- Remove and replace the existing asphalt paving, and re-grade the site for proper drainage.
- Construct low gabion stone walls to screen the parking areas from the street, in combination with planting.
- Design new monument signs to be located near each driveway off Peoria Avenue and 85th Avenue. Our initial concept is derived from the new signage at the Peoria Center for Performing Arts, and will include the name of the City, Wagoner Plaza, and key tenants. Materials include a gabion type stone column with anodized aluminum sign box, routed sign letters and internal illumination. This design could become a prototype for the other redevelopment properties.
- Provide new site lighting in the parking area for security, safety and convenience of patrons. The existing parking lot doesn't provide lighting.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT C PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify major risks associated with Commercial Rehabilitation projects. You may add/delete the risk tables below as necessary.

Risk 1:	Continued operations of the existing businesses
Solution:	Our major concern is safety and continued accessibility for business owners and clients. Traffic barricades and protective tunnels will be provided for public access to businesses. Informational signage will be posted throughout the site and continual communication will be maintained with tenants to keep them informed of construction activities. Parking lot, lighting and landscaping work will be phased to maintain parking for customers and as much work as possible will be done during off hours. Construction staging and parking will be behind the building and adjacent to the empty building behind the minimizing construction traffic and impacts.
Risk 2:	A successful outcome is dependent upon obtaining full consensus on the design from the property owner, tenants, City staff, and other stakeholders.
Solution:	Immediately conduct workshops involving all stakeholders and develop a display of images that convey various design styles, materials, graphics, and ambience. By gathering opinions from business owners and the City we will be able to identify priorities, preferences of key individuals and potential issues. Based on this information we will develop planning and design options that reflect preferences and result in an improved environment beneficial to the entire community. We have successfully used this process planning projects that must accommodate the needs of diverse user groups and stakeholders for communities and public entities such as the City of Peoria.
Risk 3:	If the Wagoner Plaza II is designed in a vacuum, it will be difficult to extend continuity of design character to adjacent properties that will eventually be included in this program.
Solution:	We will identify potential "icons" or design elements having universal application for all properties, such as overhangs, shade canopies, monument signage, materials, and color. We will further demonstrate how these elements can be integrated into other design solutions so that each property maintains its own personality, but also achieves a cohesive environment throughout downtown Peoria
Risk 4:	Potential for damaged substrates after removing portions of the existing parapets, and canopy.
Solution:	We will do early exploratory investigation to determine if there are any substrate materials that have been compromised because of water intrusion, or age. We will concentrate on the structural elements, so that the proposed designs can be completed without additional engineering and design changes during construction.
Risk 5:	Determine if electrical service and site water utilities are sized properly to handle the new loads from possible lighting, signage, and new landscaping.
Solution:	Verify within the 1 st week of design that the transformer and service entry section has the capacity to supply the new building and site electrical requirements. We will contact the utility providers and overcome any issues early in design. We will investigate all potential cost to the project with the 2 nd week of design, so there are no utility cost surprises for designs, tap fees, or equipment changes. designs, tap fees, or equipment changes.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P11-0004**

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

ATTACHMENT C

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:	Current driveway locations are not easily identifiable from the street or parking lot, and present safety issues. We can consider shifting the driveways, adding landscaping, signage, and other features that will make the ingress and egress immediately obvious and easy to navigate. Relocation may also prevent vehicular traffic from circumventing the street intersection by driving through the parking lot.			
Impact:	Cost (\$)	1% Cost increase	Schedule (Days)	No schedule impact
Item 2:	Current building provides shade for the tenants and customers with the covered walkway. The new design approach will include options for providing shade and offer a pleasant transition from the parking lot to the building and provide more distinct identities for each business. These structures may also provide tenants with an opportunity to further enhance the spaces for use as outdoor dining and community areas.			
Impact:	Cost (\$)	Cost increase of 2% to 3%	Schedule (Days)	No schedule impact
Item 3:	We plan to use a mix of construction materials including the possibility of using new reclaimed or new excess materials from other projects. For example, we can use salvaged steel beams and stone veneers to create the various elevation elements. These products can be purchased at a lower price but still achieve the desired impact and quality.			
Impact:	Cost (\$)	Cost decrease of 2%	Schedule (Days)	No schedule impact
Item 4:	We plan to work with local nurseries to pre-purchase water efficient smaller plants and trees and allow them to remain at the nursery where they can continue to grow and provide more mature landscaping at the time of installation			
Impact:	Cost (\$)	Cost decrease of 1%	Schedule (Days)	No schedule impact
Item 5:	Refresh exterior rear façade of the building by cleaning, making minor repairs and painting in order to make it more compatible in appearance to the newly renovated front exteriors.			
Impact:	Cost (\$)	.5% Cost Increase	Schedule (Days)	No schedule impact
Item 6:	Use the demoed asphalt as the sub base material for new paving. This avoids cost of importing new ABC or sub bas material.			
	Cost (\$)	Cost decrease of 2%	Schedule (Days)	No schedule impact



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0004

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

ATTACHMENT D SUBCONTRACTOR SELECTION PLAN

This template must be used.

SUBCONTRACTOR SELECTION PLAN (Page 1 of 1)

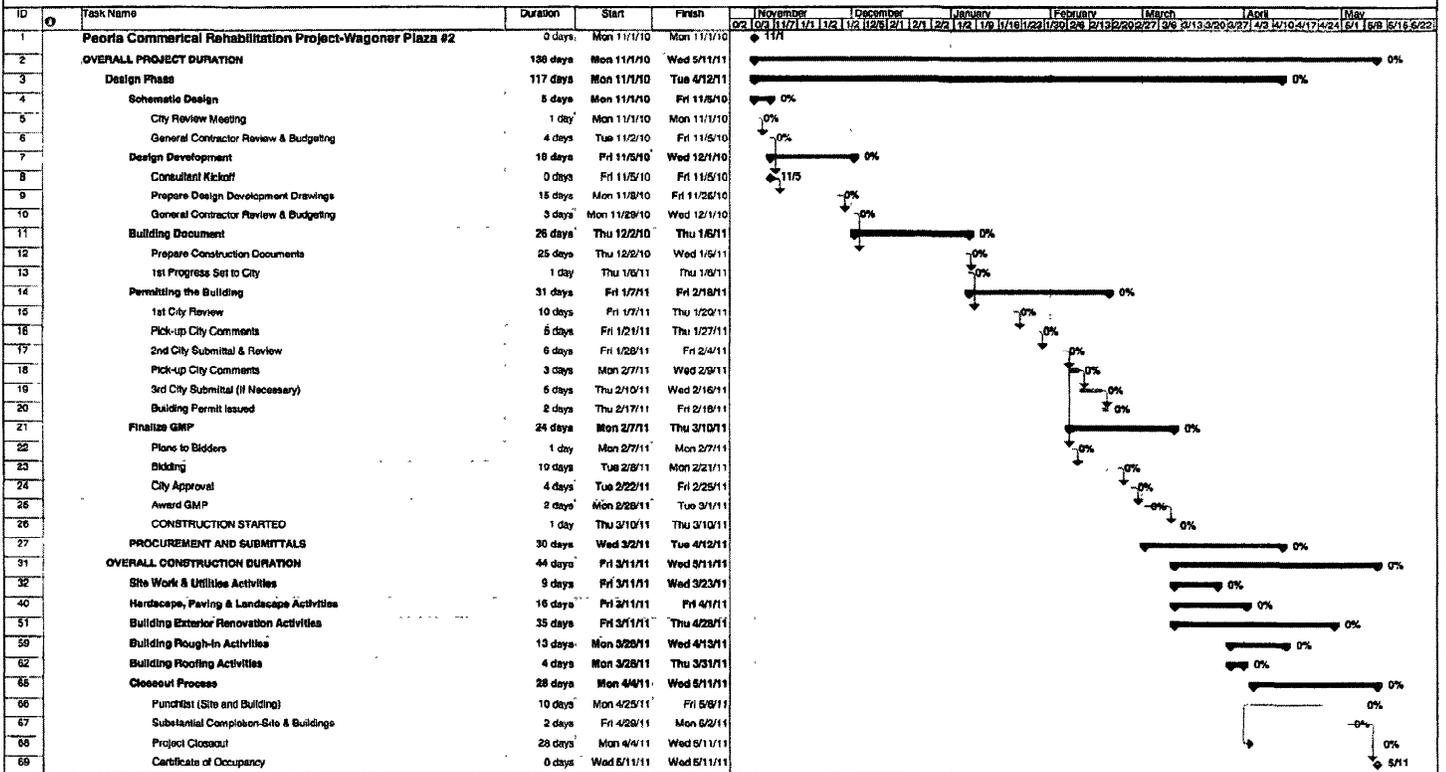
An integral part of the project management process is subcontractor selection. It is critical that all subcontractors be qualified to perform the magnitude of work within the time frame determined by the schedule. We maintain a large database of pre-qualified subcontractors and vendors. We actively encourage involvement of all Small Business Enterprises including Minority, Woman, and Disadvantaged Business Enterprises on all of our projects, and utilize the multiple procurement sites to locate additional DBE contractors to include in our database.

Prior to being considered as a subcontractor for our company, all suppliers are required to complete a Pre-qualification Submittal Form. All information on the Pre-qualification form is verified before that company is added to our database. All information is continually updated ensuring that only the most qualified subcontractors and vendors remain in our database.

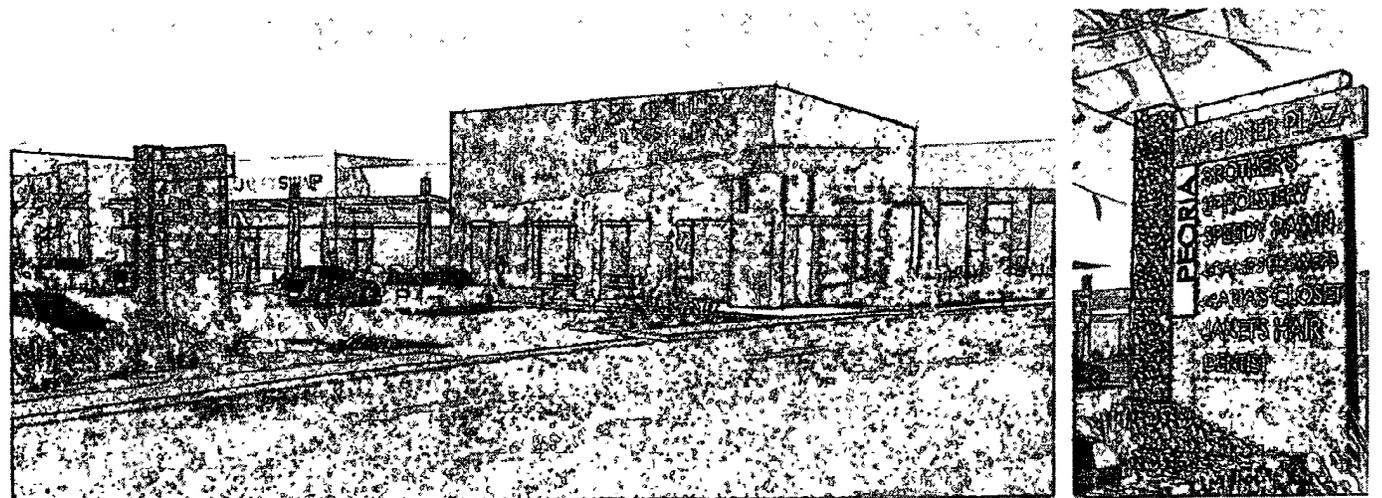
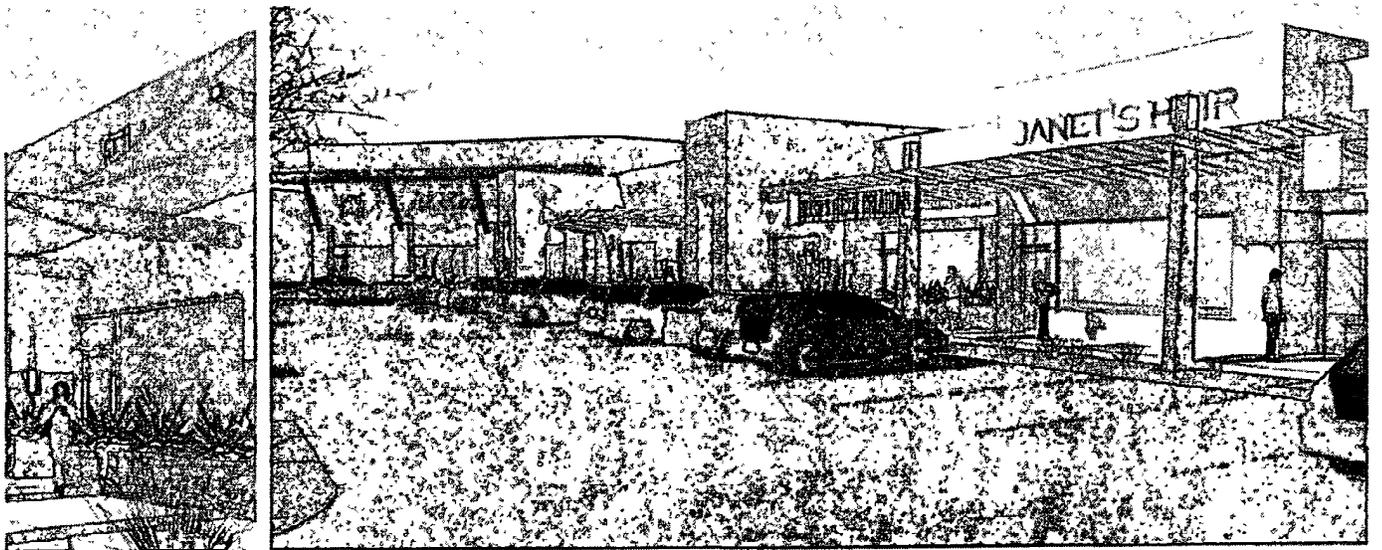
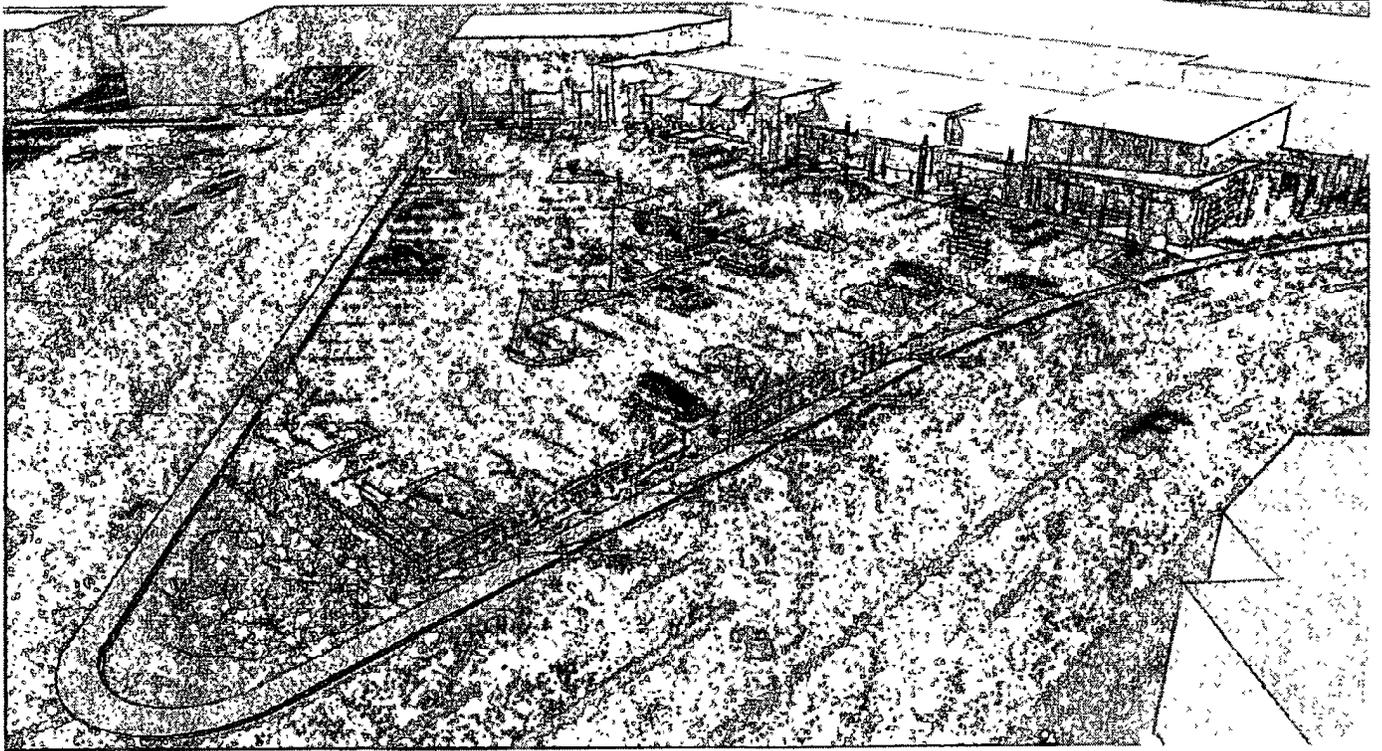
Pre-qualification Criteria

- Trade Categories
 - Type and magnitude of project company is qualified to perform
 - Performance References
 - Annual Revenue Past Five Years-current verification of financial status
 - Bonding Company, Capacity and Agent Contact Information
 - DBE, M/WBE Certification
 - LEED Capabilities
 - Employee Count (Office, Field Supervisors and Laborers)
 - Safety - Description of any OSHA " Serious" or "Willful" violations, Verification of EMR for last 3 years
 - Liability Insurance
 - Supplier References (minimum three)
- **Subcontractor Participation during Design & Preconstruction-** We recommend major subcontractors (as per the scope of each project) join the team early on in the preconstruction phase to provide design analysis, value engineering options and recommendations. Early selected subcontractors will also be required to submit price proposals and final construction subcontracts may be issued based on qualifications or a combination of price and qualifications but not based solely on price. We will provide price proposals from at least two other pre-qualified subcontractors for the trade phases for which that early selected subcontractors have provided proposals.
- **Administering the Bid Package-** For subcontractors who were not in the early selected category, we will conduct a preliminary survey of pre-qualified subcontractors and identify subcontractor's ability to meet all requirements and schedules of each project. Bid packages available to potential bidders in hard copy or electronically if applicable. In order to ensure competitive pricing and adequate coverage, we prefer to secure at least five quotes per trade providing a minimum of three to the City of Peoria. Our procurement team will review all bids evaluating them for understanding of the scope, price and noting any exclusion, and requesting clarification as necessary from each bidder. Any proposals that do not meet bid requirements will be rejected. A budget spreadsheet and a minimum of three proposals will be presented to the team for review. Final subcontractor selections will be made by the project team will be based on qualifications and price or solely on qualifications. Our goal is to select the subcontractors who will bring optimal value, experience and productivity to the projects.

Peoria Commercial Rehabilitation Project
Wagoner Plaza #2



Project: Peoria Commercial SOO Sema Date: Wed 9/22/10	Critical	.....	Split	.....	Baseline Milestone	◇	Project Summary	=====
	Critical Split	.....	Task Progress	=====	Milestone	◆	External Tasks	=====
	Baseline Progress	=====	Baseline	=====	Summary Progress	.....	External Milestone	◇
	Task	=====	Baseline Split	.....	Summary	=====	Deadline	=====



ATTACHMENT E
IDENTIFIED RISKS AND SOLUTIONS

**P11-0004
COMMERCIAL REHABILITATION PROGRAM
IDENTIFIED RISKS**

Risk 1:	Safety of business owners, patrons, neighbors and workers during construction.
Solution:	Provide adequate signage, barricades, and covered work areas to maintain current business hours and accessible parking. Daily safety audits of site to ensure safety and maintain current business hours and accessible parking. Off hour task may be scheduled to limit the risk if necessary.
Risk 2:	Weather infiltration during arcade demolition and construction so businesses can remain open and fully operational.
Solution:	If the roof envelope has to be renovated, it will be scheduled so that repairs will be made the same day, or temporary protection will be provided to avoid damage or disruption to business operations. Specifically, roof may be foamed in, and any cracks or openings should be filled with exterior gypsum, caulking, or heavy plastic closures.
Risk 3:	Interruption of business operations during normal operating hours.
Solution:	Construction task will be scheduled accordingly to handle task that most greatly affect business hours. We will adhere to contractual time limitations, but also make good use of special work times as approved. Temporary covered enclosures will be erected to allow patrons to continue access to every business.
Risk 4:	Existing structure and utilities may not meet current building codes or new design requirements.
Solution:	The design and construction team will meet with building officials and discuss every possible code item that could affect this project. We will agree on each approach before we begin any design, so we have little to no back-tracking during construction. We should implement contingency plans so we can quickly act on them if necessary.
Risk 5:	The current parking lots surface condition and configuration pose safety hazards to patrons and neighbors.
Solution:	The Team should propose a reasonable parking configuration that meets the approval of all stakeholders'. The design extent of the repairs should be closely controlled with the budget.
Risk 6:	A visible construction project can potentially heighten the risk for vandalism and theft.
Solution:	With the use of signage and maintaining the current video surveillance, we will be able to limit the risk for vandalism and theft. On-site security is an option if the budgets allows, or have limited security or temporary lighting over the weekends.
Risk 7:	During the design process it is possible to find environmental issues, such as lead paint, asbestos or mold given the age of the existing structure.
Solution:	This risk can become a more constant variable if the anticipated work areas are tested ahead of time. This testing and reporting must be done as a first

	step on this project, and will be included in the Pre-construction phase of the project.
Risk 8:	Public Exposure – Pedestrian Traffic & Safety.
Solution:	See response to Risk #1
Risk 9:	Public Exposure – Vehicle Traffic & Safety.
Solution:	See response to Risk #1
Risk 10:	Tenant Security and Weather Protection.
Solution:	See response to Risk #2
Risk 11:	Construction Traffic – Entering and exiting the Shopping Center.
Solution:	Only 1 ingress/egress will be designated for construction. This will relieve congestion and perception that the center is under a “major” renovation. Each entrance will be open to the public, and signage is the best way to communicate this.
Risk 12:	High Elevation Construction.
Solution:	OSHA requirements will take a primary role in how this work is scheduled and executed. Refer to Risk #1 response for ways to keep patrons and vehicles safe.
Risk 13:	Staging Area (Construction Materials and Equipment).
Solution:	There are a variety of creative ways that we can store materials. There are several areas that can stage a variety of materials. We can also use unrented spaces to store more valuable materials that can be transported thru a doorway. We will also use the “Just in Time” (JIT) delivery method to deliver large bulky materials. These materials will scheduled to be installed immediately so they do not take up too much space.
Risk 14:	Structure Modifications (Electrical, Mechanical & Structural).
Solution:	See response to Risk #4. Early detailed investigation is important to determine what the building condition is. Having access to the original building plans will reduce the investigation time, and more accurately reflect direction and details on the design drawings.
Risk 15:	Older building presents possible environmental, building code, zoning and possibly even structural concerns that could add significant time and costs to the project.
Solution:	See response to Risk #4, 7 and 14.
Risk 16:	Current parking lot/site does not have sufficient lighting, current acceptable signage, water retention, landscape buffers, and site walls to shield headlights of parking vehicles nor does the traffic flow function properly. Current open area is less than 7% of total parking area. Will require complete new parking lot design and construction creating a loss of parking spaces during construction. This customer inconvenience will manifest itself into a loss of customer base revenue for the tenants, placing those

	businesses at risk.
Solution:	Each of these risks must be investigated and be accepted by all stakeholders. Lighting can be added, but may include upsizing the electrical service. Signage needs to be discussed with Tenants and City Officials, and reach a reasonable solution. Landscape areas can be increased, but current service and infrastructure must be investigated. Parking shields should be installed using economic measures. The resurfacing of parking lots should be scheduled at an off-hour opportunities.
Risk 17:	Unmet expectations of stakeholders; the property owner, tenants and customers produce a negative impact on the project.
Solution:	If all stakeholders openly reveal concerns initially, then the design phase can better address each of the concerns. There may be some give and take on all sides, but everyone should agree in the beginning. Early resolution will prevent/mitigate problems arising during construction.
Risk 18:	Increased size of windows that face West. This will increase the load required to cool each space and increase utility costs for each tenant.
Solution:	Do not increase the surface area of the windows. Use monies to increase reflective value or use Low E systems on existing or new windows that will reduce utility cost.
Risk 19:	Removing existing asphalt and providing a new asphalt parking lot. This would increase both cost and days to complete the project depending on layout, how many concrete islands and landscaping that is designed.
Solution:	An accurate and mutually agreeable plan must be designed and executed. We could have a mix of remove and replace areas and some areas that just get a re-coating. Reusing sub-base materials will reduce the cost to by new ABC material.
Risk 20:	Alienating or losing Business Customers.
Solution:	See response to Risk #1, 3, 11, and 13.
Risk 21:	Existing Lead Based Paint Removal.
Solution:	See response to Risk #7.
Risk 22:	Storage of Materials/Worker Parking.
Solution:	See response to Risk #13. Employee parking will be maintained in areas that are as far away from the construction as possible. Necessary work trucks will be kept in the "back of house" areas. Only vehicles or equipment that is necessary for the scheduled task for that particular day will be allowed close to the building. This equipment will then be parked as far away from the storefronts as possible. Patrons take precedence over construction vehicles where possible.
Risk 23:	Asbestos Abatement.
Solution:	See response to Risk #7.

Risk 24:	Demolition Noise/Safety/Dust/Debris.
Solution:	See response to Risk #1, 3, 11, and 13. Dust and Debris will maintained by building temporary enclosures to capture the dust and debris if necessary. Doing smaller portions of demolition will reduce the amount of dust and debris, but could prolong the task.
Risk 25:	Pedestrian/Tenant Safety.
Solution:	See response to Risk #1, 11 and 13.
Risk 26:	Site Retention and/or Drainage.
Solution:	See response to Risk #5, 16, 17 and 19.
Risk 27:	Deterioration of Existing Structure.
Solution:	See response to Risk #4, 7 and 14.
Risk 28:	Security Due to Removal of Cameras During Construction.
Solution:	Cameras should be scheduled to remain and avoid this risk. See response to Risk #6.
Risk 29:	Keeping tenants open/business attraction during construction.
Solution:	See response to Risk #1, 2, 3,5,11,12,13,19 and 22.
Risk 30:	Construction cost exceeds projected budgets.
Solution:	There will be an initial budget provided to document the anticipated design. The design will then progress only with direct coordination with the budget. We will know about what items may go over, and mitigate those items during design. We have subcontractor participation during the budgeting, so we have accurate cost and input. A contingency will be carried for unforeseen conditions. Any money not used from the contingency will not be billed.
Risk 31:	Maintain normal business operations for tenants.
Solution:	See response to Risk #1, 2, 3,5,11,12,13,19 and 22.
Risk 32:	Existing hazardous materials.
Solution:	See response to Risk #7.
Risk 33:	Existing construction does not conform to current building codes.
Solution:	See response to Risk #4, 7 and 14.
Risk 34:	Conflicts with existing buried utilities.
Solution:	We will investigate all known utilities in and around the building and parking lot. Coordination with the City of Peoria and the Landlord/Tenants is very important and will occur immediately upon design investigation. Any issues will be known immediately and the design can mitigate any concerns/conflicts.

Risk 35:	Existing construction plans are not available or existing construction does not conform to plans.
Solution:	The City of Peoria will attempt to get original design drawings from Owner. Another source is the actual tenants. We will collect as much information, so that the new drawings have accurate details. We will also use information from site investigation to better depict what should occur.
Risk 36:	Safety and Security.
Solution:	See response to Risk #6 and 28.
Risk 37:	Unsuitable subgrade for new foundations or asphalt and concrete pavement.
Solution:	See response to Risk #5 and 19.
Risk 38:	General public.
Solution:	See response to Risk #1, 12, 24, and 31.
Risk 39:	Code Conditions.
Solution:	See response to Risk #4, 7 and 14.
Risk 40:	Hazardous Material.
Solution:	See response to Risk #7.
Risk 41:	Noise and other pollutions associated with construction.
Solution:	See response to Risk #24.
Risk 42:	Construction staging in relation to parking lot, surface streets and customer vehicles.
Solution:	See response to Risk #22.
Risk 43:	Existing Structural Conditions.
Solution:	See response to Risk #4, 7 and 14.
Risk 44:	Traffic Ingress and Egress during the Project.
Solution:	See response to Risk #11.
Risk 45:	Impacting the Business Owners during the process.
Solution:	See response to Risk #1, 2, 3 and 31.
Risk 46:	The existing Structural integrity of the building.
Solution:	See response to Risk #43.
Risk 47:	Potential Lead and Asbestos containment and/or abatement.
Solution:	See response to Risk #7.

Risk 48:	Lost business for the existing merchants due to construction disruption.
Solution:	See response to Risk #45.
Risk 49:	Security concerns for existing tenants when storefront is being replaced.
Solution:	There is no confirmation that the storefront will be replaced. See response to Risk #18. If storefront is replaced, then each window system will be scheduled to be removed and replaced in the same day. No exceptions. This will increase cost due to extra mobilizations, but this is more cost effective than providing temporary closures, security, or even risking the chance for something negative to happen.
Risk 50:	Safety Issues with the public occupying areas below the construction area.
Solution:	See response to Risk #1 and 12.
Risk 51:	There is a potential for Hazardous Material (i.e. Asbestos / lead) to be existent in existing façade and storefront. Managing abatement, and tenant perceptions will be a critical risk factor on this project.
Solution:	See response to Risk #7.
Risk 52:	New construction of the existing façade's may create issues with the existing building. For example, the existing roof on Wagoner Plaza II is in bad shape. How will we avoid entangling the City in other building issues?
Solution:	The designed modifications must be specifically investigated and discussed and approved by all stakeholders. If additional repairs are required outside of design, then the Team should reveal any concerns early and provide solutions to be decided on.
Risk 53:	Lead / Asbestos abatement driving costs and schedules up.
Solution:	See response to Risk #7. If cost to mitigate such concerns exceeds the design criteria, then the design criteria should be adjusted to avoid these costs. If this cannot be done, then the budget will have to reflect the appropriate cost to handle the cost to investigate and remove such materials.
Risk 54:	Unfound structures underground.
Solution:	See response to Risk #34. If such structures exist, and are truly an unforeseen condition, then monies will be used from the contingency account, or the design may be adjusted to avoid or minimize such cost.
Risk 55:	Structural components rotted/damaged/ready to fail.
Solution:	See response to Risk #43.
Risk 56:	Blocking access for customers to businesses.
Solution:	See response to Risk #1, 2, 3, 5, 11, 12, 13, and 22.
Risk 57:	Power outage to building tenant.

Solution:	The contractor and subcontractor will know each tenants power service intimately. There may be a need to recreate panel schedules to the best of our abilities, so that any unplanned outage can be dealt with swiftly. Every electrical scheduled task will be discussed prior to execution to mitigate any unplanned outage. There will be back-up procedures in place to handle any temporary needs depending on the activity. All tenants will have 24 hour call list if something occurs after construction ends each day. Any issues will be dealt with timely. There is also the possibility for the tenants to have other electrical firms available to handle calls if we cannot respond in time. Any cost will be handled appropriately.
Risk 58:	Lack of parking space for shoppers.
Solution:	See response to Risk #11, 13, 19, and 22.
Risk 59:	Extensive lead time on item.
Solution:	As the design progresses, any long lead items will be identified and be implemented into the schedule. If it shows that the schedule will be compromised, then those materials or equipment will be suggested to be procured in advance.
Risk 60:	Uncooperative building tenant.
Solution:	It will be important to get all of the tenants concerns up front. We will have workshops and many opportunities for the tenants to see the design as it moves forward, and avoid tenants from being "surprised". If they continue to be uncooperative, then we will have to have the City Officials help, and come up with a reasonable solution.
Risk 61:	Sewer lines/ Electrical conduit rotted and unusable.
Solution:	This is a risk that cannot be determined within a 100% certainty. We will rely on the City of Peoria to help provide any information that would help the Team determine if lines are deteriorated. We can also do pot hole test to help determine the lines condition. If we come across a condition that we could not have acknowledged, then we will have a project contingency to handle these repairs, or modify the design to limit or avoid such cost.
Risk 62:	Building suites exposed to weather.
Solution:	See response to Risk #2.
Risk 63:	Building consensus among building tenants/ landlord on new façade improvements.
Solution:	See response to Risk #17, 60.
Risk 64:	Maintain existing uses and operations during their open hours.
Solution:	See response to Risk #1, 3, 11, 13, and 29.
Risk 65:	Maintain pedestrian access to store entries while improvements are constructed.
Solution:	See response to Risk #1 and 12.

Risk 66:	Tenants and landlord do not care for surprises during the construction.
Solution:	See response to Risk #17, 60.
Risk 67:	Protect (E) building components/finishes, and contents throughout the new construction.
Solution:	See response to Risk #2 and 57. Any finishes that are not scheduled to be modified, will be protected accordingly with wood, plastic, or other necessary means. These means will not conflict with access to businesses.
Risk 68:	Tenant concerns during construction that customers may avoid visiting their store.
Solution:	Early work sessions to determine the good, better, best options will need to occur, and be agreed upon. Continual communication and suggestions during construction must continue to modify any previous plans that might be bettered.
Risk 69:	Reprogram uses over time for stronger economic success.
Solution:	Perform assessment of each project at conclusion with City, tenants, and contractor to identify successes and what can be improved.
Risk 70:	Investigation and abatement of hazardous materials such as lead, mold and asbestos.
Solution:	See response to Risk #7 and 53.
Risk 71:	Construction trucks, delivery of materials and equipment impacting businesses.
Solution:	See response to Risk #45. Certain types of deliveries can be scheduled before or after peak times as discussed with tenants. Deliveries will be communicated on a daily basis, so the tenants can stay informed, and coordinate with construction as necessary.
Risk 72:	Material and equipment delivery delays to the project site.
Solution:	See response to Risk #59.
Risk 73:	Tenant disruption and dissatisfaction due to lack of contractor coordination and communication.
Solution:	See response to Risk #3, 60. If there is any lack of coordination and communication, it will be address immediately. A plan will be developed mutually, and will be executed to avoid future occurrences.
Risk 74:	Difficulty of customer access during construction may deteriorate tenants' business traffic.
Solution:	See response to Risk #3, 11, 68.
Risk 75:	Creating a design that the City of Peoria and necessary stakeholders agree upon but not being able to meet the budget.
Solution:	See response to Risk #35, 30, 52 and 60.

Risk 76:	Compromising the existing building's structural integrity during the removal of a significant portion of the existing façade structure. This can cause unnecessary additional repair and expense.
Solution:	See response to Risk #4 and 14.