

JOB ORDER CONTRACT



P08-0096

Pavement

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT

MRM CONSTRUCTION SERVICES, INC.

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JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the ____ day of _____, 2008, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and MRM Construction Services, Inc. (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

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

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

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

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

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

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

1.7. Punch List Preparation. A minimum of 20 days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not

commence until the date of Final Completion unless otherwise provided in the Contract Documents.

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

1.9. Reference Standards

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

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

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

2. CONTRACT TERM

2.1. Contract Term. The term of the Contract shall commence on the date it was executed by both parties and be in effect for one (1) year in accordance with the terms and conditions of this Contract. The term can be extended up to an additional four (4) years, the optional periods exercised in twelve (12) month increments. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

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

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

3. PERFORMANCE OF THE WORK

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

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

3.2. Job Order Contractor Duties and Obligations.

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

3.2.2. Self-Performance By The Job-Order-Contractor. The JOC shall self-perform as per ARS Title 34 not less than forty-five percent of the overall cost of the work.

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 reset all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.

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

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

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

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

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

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

3.2.4.12 no street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification

of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

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

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

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

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

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

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

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

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

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City

Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

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

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

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

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

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

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

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

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

3.2.11.7. Job Order Contractor Safety Representative. Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone

number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

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

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

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

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

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

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

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

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

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

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

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

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

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

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

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

3.5. Job Order Value. The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16.33.1.

4. JOB ORDER DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

4.8. Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job

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

5. MATERIAL AND WORKMANSHIP

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

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

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

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

6. SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **JOB ORDER SCHEDULES**

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

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

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

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

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

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

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

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

9. INVOICING AND PAYMENT

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

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

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

9.3. Progress Payments. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the

total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.4. Retention. Not applicable.

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

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

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

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

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

9.7.1. Completion and acceptance of the Work;

9.7.2. Presentation of a properly executed invoice;

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

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

10. CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE & BONDS

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

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

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

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

\$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 Each Occurrence.

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

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

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

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

11.3.2. Waiver of subrogation in favor of Owner.

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

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

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

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

11.8. Notice to Proceed. Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all

applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- 11.8.1 The start of construction in order to arrange for inspection.
- 11.8.2 Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- 11.8.3 Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.
- 11.8.4 Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- 11.8.5 Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

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

13. DISPUTES.

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

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

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

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

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

City of Peoria, Materials Management
Mr. Herman Koebergen, Materials Manager
8401 W. Monroe, Annex
Peoria, AZ 85345

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

MRM Construction Services, Inc.
Attn: Marie Torres, President
4806 s. 16th Street
Phoenix, Arizona 85040
Phone (602) 340-0378
Fax (602) 340-0487

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

14. TERMINATION AND DEFAULT

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

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

14.2.1. Stop work as specified in the notice;

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

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all

outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

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

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

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

14.2.5. Complete performance of the Work not terminated;

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

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

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

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

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

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

14.4.1.1.1. The cost of this Work;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.10. Default. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over

the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

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

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

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

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

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

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

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

15. WARRANTY OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

15.7.1. Obtain all warranties required by the Job Order;

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

15.7.3. Enforce all warranties for the benefit of Owner.

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

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

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

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

16. STANDARD TERMS AND CONDITIONS

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

- 16.1.1. Contract Modifications, if any;
- 16.1.2. This Contract, including Attachments;
- 16.1.3. Job Orders;
- 16.1.4. Drawings; and
- 16.1.5. Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.15.1. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization;

labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

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

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

16.17. Right To Audit Records. The Owner may, at reasonable times and places, audit the books and records of any Job Order Contractor as related to any contract held with the Owner.

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

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

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

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

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

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

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

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

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

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

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

16.27. **Public Records.** All offers submitted in response to this solicitation shall become the property of the Owner and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Owner's Procurement Code.

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

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

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

16.31. **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 subcontracts 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.

ATTACHMENT "A"

Pricing Matrix

(See attached)

**MRM Construction Services
PRICING FOR INDIVIDUAL JOC CONTRACTS BY SIZE**

DESCRIPTION	\$0.00 to \$50,000.00			\$50,001.00 to \$100,000.00			\$100,001.00 to \$1,000,000.00			\$1,000,001.00 to \$3,000,000.00		
	G&A	PROFIT (fee)	TOTAL	G&A	PROFIT (fee)	TOTAL	G&A	PROFIT (fee)	TOTAL	G&A	PROFIT (fee)	TOTAL
Materials	9.74%	15.10%	24.84%	9.74%	12.60%	22.34%	9.74%	10.20%	19.94%	9.74%	7.60%	17.34%
Labor	9.74%	15.10%	24.84%	9.74%	12.60%	22.34%	9.74%	10.20%	19.94%	9.74%	7.60%	17.34%
Equipment	9.74%	15.10%	24.84%	9.74%	12.60%	22.34%	9.74%	10.20%	19.94%	9.74%	7.60%	17.34%
Other costs	9.74%	15.10%	24.84%	9.74%	12.60%	22.34%	9.74%	10.20%	19.94%	9.74%	7.60%	17.34%
Subcontractor Cost	9.74%	15.10%	24.84%	9.74%	12.60%	22.34%	9.74%	10.20%	19.94%	9.74%	7.60%	17.34%
Engineer Services	9.74%		9.74%	9.74%		9.74%	9.74%		9.74%	9.74%		9.74%
Subtotal												
P&P Bonds			2.00%			1.80%			1.50%			1.20%
Insurance			1.20%			1.20%			1.20%			1.20%
Permits												
Total Cost (pre-tax)												
Taxes			5.265%			5.265%			5.265%			5.265%
Total with Taxes												
Contingencies												
Total Job Order Amount												

Sample \$1 mil project			
Direct Costs	G&A	PROFIT (fee)	Total Cost
\$456,920.00	\$44,504.01	\$34,725.92	\$536,149.93
\$142,550.00	\$13,884.37	\$10,833.80	\$167,268.17
\$95,000.00	\$9,253.00	\$7,220.00	\$111,473.00
\$25,000.00	\$2,435.00	\$1,900.00	\$29,335.00
\$35,000.00	\$3,409.00	\$2,660.00	\$41,069.00
\$15,000.00	\$1,461.00		\$16,461.00
\$789,470.00	\$74,946.38	\$57,339.72	\$901,756.10
\$12,000.00	-	-	\$12,000.00
\$12,000.00	-	-	\$12,000.00
\$5,000.00	-	-	\$5,000.00
			\$930,756.10
			\$49,004.31
			\$979,760.41
			\$20,000.00
			\$999,760.41

ATTACHMENT "B"
GENERAL 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.

7.1 DUST CONTROL AND WATER

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

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

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

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

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

7.2 ELECTRICITY:

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.

8.0 WORK BY OWNER

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

ATTACHMENT "C"
SIQ, Proposal Response

(See attached)



**STATEMENT OF INTEREST
AND QUALIFICATIONS**

Solicitation Number: **P08-0096**

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

**REQUEST FOR
STATEMENT OF INTEREST & QUALIFICATIONS**

JOB ORDER CONTRACTING

For

PAVEMENT

SOLICITATION No. P08-0096

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



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0096

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

Request for Statement of Interest and Qualifications Job Order Contracting for Pavement

Section I – Project Introduction and Background

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

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

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

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

Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year of 2008 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at (<http://citynet/budget/budget.asp>). The approved 2008 budget is available to fund various projects utilizing the awarded JOC contract. This Contract will be for one (1) year with the option of renewal for four (4) additional years. Estimated values for individual projects are estimated at \$2,000 to \$850,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.

Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial



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risk will be the guiding principles behind the Pavement Projects.

Section II – Project Description

This Job Order Contract is issued to assist the City of Peoria with general construction services, together with architectural and engineering services as necessary, related to major and minor pavement construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including all permitting and regulatory requirements.

For any project determined by the City to be appropriate for this Job Order Contract, the City will issue a job order, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. Although the City anticipates that JOC Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue delivery orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

A short list of qualified and available contractors will be developed and JOC's will be awarded to qualified contractors based on the City's needs. The City anticipates multiple JOC's to two (2) Contractors.

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

Section III – Scope of Work

- A. Overview: The City of Peoria maintains a network of streets and pavements. These pavements include streets, parking areas, sidewalks, curbs, gutters, trails and park pavements. Public improvements within the right of way also includes asphalt and concrete pavements, as well as drainage features, shoulders, guard rails, street lights, bus stops, benches, vaults, boxes, conduit, landscaping and other features that must be maintained. This Job Order Contract (JOC) will be focused on the renovation, repair and construction of such work within the public right of way.
- B. Although the City also has a network of traffic signals, this statement of work does not focus on traffic signals. Although minor signal work may be required under this JOC, that work will be ancillary to the main pavement work.
- C. The successful contractors shall have experience, knowledge, and ability to accomplish the following tasks. All the tasks listed below include renovating existing features as well as installing new pavement and equipment as required.
 - 1.) Locating underground utilities and obstructions
 - 2.) Assisting in developing drawings and plans to accomplish Job Orders
 - 3.) Providing sealed plans when necessary to complete a Job Order
 - 4.) Trenching: this includes the ability to conform to shoring requirements.
 - 5.) Backfill and compaction: be familiar with and able to properly backfill trench work and compact to prevent settling or collapse
 - 6.) Placing conduit and boxes: be able to place vaults, hand holes, and pull boxes



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- 7.) Drainage features including scuppers, gutters, drains, pipes, lined and unlined swells, dry-wells, and culverts.
- 8.) Grading, hauling, importing and other work associated with changing existing elevations on a job
- 9.) Maintaining shoulders including grading and sealing
- 10.) Working with the City to develop solutions for the PM10 program
- 11.) Implementing PM10 solutions
- 12.) Cutting and removing pavements both concrete and asphalt
- 13.) Subgrade preparation including compacting native soil, placing and compacting ABC and grading
- 14.) Placing concrete pavements including curb and gutter, driveways, roadways, ramps, sidewalks, culverts, boxes, and hard-scape features.
- 15.) Placing asphalt pavements including full depth sections, overlays, patches and repairs.
- 16.) Crack and joint sealing
- 17.) Designing and constructing accessible features including ramps, warning features, way-making features, and other work for disabled people
- 18.) Slurry sealing, fog sealing, chip sealing and other asphalt rejuvenation methods
- 19.) Striping and signing including developing plans, building signs and installing stripes and signs
- 20.) Preparing traffic control plans and barricading work areas
- 21.) Working with utility companies to change or install street light systems
- 22.) Replacing or installing guard rails
- 23.) Surface preparation and painting of equipment within the right of way
- 24.) Vegetation removal, maintenance, or installation with the associated irrigation systems
- 25.) Ground covers for landscape designs
- 26.) Structural work including walls, abutments, retaining walls and landscape features
- 27.) Fence work including block, iron, steel, chain link, and other types
- 28.) Working with a public information firm and public notifications



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Section IV – Presubmittal Conference

Presubmittal Conference:

A pre-submittal conference will be held on, **July 15, 2008 at 1:00 p.m.** The meeting location is the City of Peoria Point of View Conference room, located on the 1st Floor of 9875 N. 85th Avenue, Peoria, AZ 85345. Staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.

Critical Dates:

July 15, 2008 (1:00 pm)	Pre-submittal Conference
July 31, 2008 (5:00 pm)	Submittals Due
August 15, 2008	Notification of Shortlist
August 27, 2008*	Interviews* (shortlisted firms/individuals only)
August 29, 2008	Potential Best-Value Firms Notification
September 10, 2008	Pre-Award Meeting
September 24, 2008	Anticipated Award

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

Section V - Statement of Qualifications & Evaluation Criteria

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

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

- a) Past Performance Information will be collected for past projects/clients on both the Firm and key personnel. The key components for this project will be:
 - i) Job Order Contractor (Firm)
 - ii) Program Manager (Individual)
 - iii) Project Superintendent (Individual)
- b) The components cannot be altered/changed/modified after the SOQ is submitted.
- c) After award and during the term of the JOC contract, if other project superintendents are added, the City will collect Past Performance Information (PPI) on those individuals as well. The City reserves the right to approve those additional individuals for assignment to the contract.
- d) Each proposing entity must submit a "Reference List" of past clients in an MS Excel spreadsheet, as shown in Attachment 1. A "Reference List" is required for each critical team component. The



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team components cannot be altered/changed/modified after the SOQ is submitted. All components shall submit only good references. Components who submit poor references will be jeopardizing their own competitiveness in the selection process.

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

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

- a) Vendors are required to submit a 2-page Project Assessment and Value Added Plan (PA/VA) as described in Attachment 3.
- b) The document shall NOT contain any names or information that can be used to identify who the Vendor is. The City's objective is to evaluate the plans without any bias. Any plan that contains names or information that can be used to identify who the Vendor is shall be marked as unresponsive.
- c) Vendors must use the template provided in Attachment 3.
- d) The Project Assessment/Value Added plan must not be longer than two (2) pages and should be presented on the template provided. The PA/VA should clearly address the following items:
 - i) List and prioritize major risk items (areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner).
 - ii) Explain how the job order contractor will avoid/minimize the risk.
 - iii) Propose any options that could increase the value (expectation or quality) of work.
 - iv) **Do NOT include brochures, marketing pieces, or product names.**
 - v) Do not list common items.
- e) Provide a Subcontractor Pre-Qualification plan describing your subcontractor pre-qualification process as required per ARS 34-603. **Do NOT include brochures, marketing pieces, or product names.** (1 page)
- f) Provide a detailed Gantt style Project Schedule (in black and white only), which clearly conveys milestones, design activities, permitting processes, City approval process, construction and project close-out. **Do NOT include brochures, marketing pieces, or product names.** (1 page)
- g) The Proposal Form should be stapled to the front of the Project Assessment Plan (see Attachment 2). All proprietary information and personal names should be contained in the Proposal Form and shall include the following:
 - i) Job Order Contractor (Firm)
 - ii) Program Manager (Individual)
 - iii) Project Superintendent (Individual)



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3) Interview (40%)

- a) The City will shortlist firms based on the criteria in Sections 1-2 of this section. Interview information will be sent to the shortlisted firms.
- b) The City may ask for a list of past similar projects that any team members played a role in the project's design and/or construction.
- c) The City may interview all of the critical individuals of the shortlisted firms.
- d) The City may interview individuals separately and/or as a group.
- e) Please make sure all proposed team members are available for interview on the date specified in this solicitation.
- f) No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the firm's competitiveness.

Section VI - SOQ Format

One (1) original of the SOQ (Proposal Form and Project Assessment and Value Added Plan) must be enclosed in a sealed package marked as follows: NO copies necessary.

Attention: Christine Finney, Buyer
SOQ #: P08-0096, JOC for Pavement
Proposing Firm's Name

SOQs must be received **by 5:00 p.m. (AZ Time) on July 31, 2008** at the following location:

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

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

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested (Original only, no copies necessary)
- Adherence to maximum page requirements (PA/VA Plan (2 pages), Subcontractor's Pre-Qualification Plan (1 page), Schedule (1 page).

The Reference List, shall all be emailed to christine.finney@peoriaaz.gov and brad.carey@asu.edu, by the due date (**July 31, 2008**).



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Section VII - General Information

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

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

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

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

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

Costs: The City of Peoria will not be responsible for any costs incurred by any firm submitting a response to this notice. The City of Peoria reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion.

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

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

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

Section VIII - Selection Process

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

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

Scores from the interview will be used to determine the final ranking order of the JOC firms. Before the award will be made, the City will hold a pre-award meeting with the highest ranking firm(s). This meeting will allow



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the opportunity for the selected JOC firm to clarify all information about the project. The JOC will be responsible for minimizing all risks identified by the City and/or other proposals. The JOC will be responsible for identifying how they will minimize all risks. Detailed Pre-Award information can be found in Attachment 4.

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

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

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



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

Overview

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

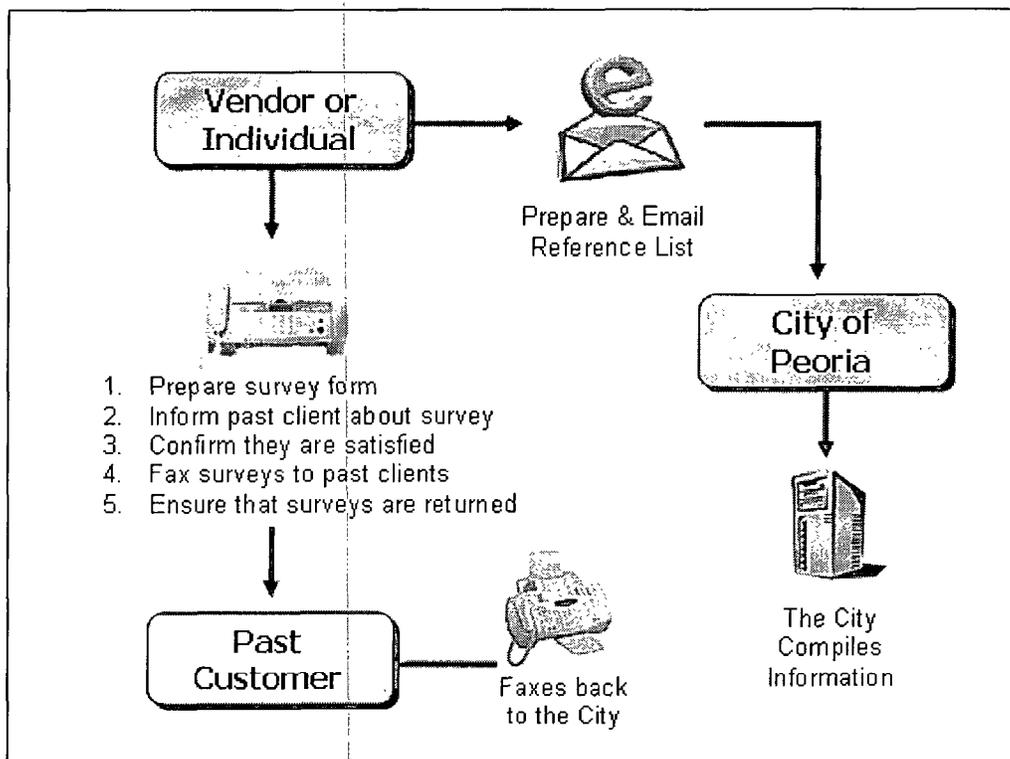


Figure 1: Survey Process



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SECTION A – HOW TO CREATE AND SUBMIT A REFERENCE LIST

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

Key Component	Minimum Number of Surveys allowed	Maximum Number of Surveys allowed
Job Order Contractor (Firm)	1	25
Program Manager (Individual)	1	10
Project Superintendent (Individual)	1	10

3. The vendor is responsible for selecting their team and for the performance of their team.
4. The maximum number of past projects that will be given credit, is 25 (twenty-five) for the JOC (firm) and 10 (ten) for each individual. The minimum number of past projects is 1 (one) per each component.
5. The reference list should include the firms “best” projects. Credit will be given to vendors with more high performing surveys.
6. A Reference List template is available and can be downloaded at www.pbsrg.com (click on “PIPS”, then click on “City of Peoria”) and click on this project.
7. The Reference List must include the following (All fields are required! If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person responding to the questionnaire
LAST NAME	Last name of the person responding to the questionnaire
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus Elementary School District).
CITY	Location of project
STATE	Location of project
PROJECT NAME	Name of the project (i.e. Bird High School A-Wing)
DATE COMPLETED	Date when the project was completed. (i.e. 5/31/2005)
COST OF PROJECT	Awarded cost of project (\$50,000)

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



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A	B	C	D	E	F	G	H	I	J	K	L
CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	CITY	STATE	ZIP	DATE COMPLETED	COST OF PROJECT
101	John	Anderson	555-555-5689	555-555-5690	Acradia High	Cafeteria	Madison	WI	55897	5/12/1998	\$74,000
102	Sue	Robins	555-568-9861	555-568-9862	Micro Chips	Building A	St Paul	MN	55414	6/8/1989	\$370,000
103	Sam	Hartley	555-487-7894	555-487-7895	Tempe College	Engineering Wing	Minneapolis	MN	55414	6/5/1991	\$333,000
104	Jenn	Gill	555-897-3125	555-897-3126	Phoenix Park	7th Ave & High	Madison	WI	55987	8/8/1990	\$658,600
105	Alex	Smith	555-885-8978	555-885-8977	Blitmore Plaza	Tower Roof	Minneapolis	MN	55414	6/7/1992	\$503,200

Figure 2: Example of Reference List

9. The firm is responsible for verifying that their (and their key components) information is accurate prior to submission.
10. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
11. The past projects (on the reference list file) do not have to be similar to the type of project being bid.
12. The past projects must be completed past projects (no on-going or substantially complete projects).
13. The past client/owner must evaluate and complete the survey.
14. All key components on the JOC team must submit their reference list in separate excel files. There must be a separate excel file for the company and a separate excel file for each individual. Name the file by the company name or the individual name. Figure 3 shows a sample of the excel files that must be emailed to the City.



Figure 3: Submit separate excel files for each component

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



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SECTION B – HOW TO CREATE AND SEND OUT SURVEYS

1. Each key component is responsible for sending out a survey questionnaire to each of their past clients. The survey questionnaire is provided in this document.
2. Each key component should enter the Survey ID (Code), past clients contact information, and project information on each survey form for each reference. The team member should also enter the name of the firm and/or individual being surveyed. All the information on the survey form must match the reference information in the excel file (see Figure 4).

Attachment 4 - Reference List and Company Profile (Construction)

A	B	C	D	E	F	G	H	I
CODE	FIRST NAME	LAST NAME	PHONE NUMBER	FAX NUMBER	CLIENT NAME	PROJECT NAME	DATE COMPLETED [MM/DD/YYYY]	COST OF PROJECT
1	Kyle	Smith	458-963-8562	458-963-8563	City of Mesa	Mesa Park	5/15/2000	\$36,589
2	George	Johnson	458-965-9654	458-965-9655	City of Mesa	Police Building 3	6/8/1999	\$452,389
3	Phil	McGill	458-965-7852	458-965-7853	City of Mesa	Cafeteria #1	7/6/1980	\$12,648
4	Bob	Hardy	658-965-8965	658-965-8966	T	Stapley Road Overpass	1/5/2002	\$15,648
5	Mitchell	Adams	458-965-8523	458-965-8524	of Gilbert	Road Renovation	5/4/2003	\$4,865,923
6	Bull	Robinson	496-965-8523	496-965-8523	of Phoenix	Street Light Installation	7/2/1999	\$455,876

Survey ID: 3

To: Phil McGill
(Name of person completing survey)

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

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

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

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

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

Client Name: City of Mesa
Project Name: Cafeteria #1
Project Completion Date: 7/6/1980

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

3. To save work in the future, the project manager and site superintendent can be listed on the same survey questionnaire; as shown in Figure 4 above. However, do not list more than one individual for the same position (i.e. if Mark McGraw was the PM on this project; you cannot list another individual as a PM on this same project).
4. Each key component is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey back to the City. The survey must be sent directly from the past client to the City.
5. The City may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.



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SURVEY QUESTIONNAIRE (Construction Services)

Survey ID _____

To:

(Name of person completing survey)

Phone: _____

Fax: _____

Subject: Past Performance Survey of:

(Name of Company)

(Name of Individuals)

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

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

Client Name: _____
Project _____

Date _____
Installed _____

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

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

Please fax the completed survey to 623-773-7118



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P08-0096

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

ATTACHMENT 2 PROPOSAL FORM

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

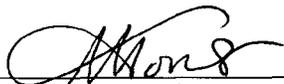
Name of Job Order Contractor (Firm):	<u>MRM Construction Services, Inc.</u>
Program Manager (Individual)	<u>Marie Torres</u>
Project Superintendent (Individual)	<u>Jay Bays</u>

Individual project bonding capacity:	<u>\$ 10,000,000</u>
Total bonding capacity:	<u>\$ 20,000,000</u>
Amount of bonded contracts currently in process:	<u>\$ 5,392,000</u>

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

MRM Construction Services, Inc

MRM Construction Services, Inc
Name of Company

<u>Marie Torres</u>	<u></u>
Printed Name of Firm Representative	Signature of Firm Representative

<u>4806 S. 16th Street</u>	<u>Phoenix, Arizona 85040</u>
Street Address	City / State / Zip

<u>602-340-0378</u>	<u>602-340-0487</u>	<u>31 July 2008</u>
Phone	Fax	Date

marie@mrmcs.net
E-mail Address



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ATTACHMENT 3

Project Assessment and Value Added Plan Guide and Template

Introduction

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

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

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

PAVA Plan Format

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

1. List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner.
2. Explain how the vendor will avoid / minimize the risk. If the vendor has a unique method to minimize the risk, they should explain it in non-technical terms.
3. Propose any options that could increase the value (expectation or quality) of their work. List any value or differential that the Vendor is bringing to the project. The differences must be non-technical and be identified in terms of cost, time, or quality.

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

The Client's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the PAVA plan should be a brief and concise overview of the major risks on the future projects. The PAVA plan must not exceed **2 pages**.



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PROJECT ASSESSMENT & VALUE ADDED PLAN

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

Risk 1:	Maintaining Access for the Residents
Solution:	In order to minimize the impact to the residents, it is important to plan the most conducive traffic flow patterns first, and then set up our construction sequence after that. During our preliminary review of this project, we were able to identify areas such as the valley gutters that could be built at the same time to reduce the time and impact to the residents.
Risk 2:	Public Information/Relations with Senior Citizens
Solution:	Lake Pleasant Estates, consists mainly of senior citizens. This group of residents will benefit most with door to door communication as opposed to web sites. We will concentrate our efforts with face to face time addressing their specific concerns such as getting out to appointments or to the grocery store. We must recognize that we cannot have these residents parking away from their homes and walking over for even short distances. It is going to be imperative that all of the local residents have an avenue for communication, we must minimize the surprises, and they must also have a place where they can express concerns
Risk 3:	Project Budget Control – Cost Escalation
Solution:	Costs for construction materials have escalated significantly over the past few years and with recent increases in oil, it appears that asphalt and other oil-based products are still likely to continue to increase at least through the next quarter. We will conduct a cost review once the project begins to assess market conditions and will look for ways to reduce project costs by material substitutions: early procurement of materials (pipe -pvc) for underground repairs if required and setting aside educated material escalation contingencies so that subcontractors and suppliers do not have escalation dollars in their pricing that may not be necessary.
Risk 4:	Timely Closeout of project
Solution:	Many times it is the small details that hold up a project towards the end of construction. Since many of these jobs are small, it is often difficult to get a job striped. In order to be in control of this closeout issue, we perform our striping in house and can control our own schedule. As-builts are commonly a problem also, but since we have CAD capabilities, we are able to complete our as-builts very quickly



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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:	The project requires repairing failed structural sections at 107 th Ave and Palm Tree Drive and Sack . We propose to use a blend of the millings that will be obtained on the project with manufactured AB. We believe that by reusing this material as part of the AB section we will reduce cost by using less imported material and decreasing the amount of material to be hauled off. With a 30% replacement of virgin AB with millings we could maintain the required structural section and have a cost savings.		
Impact:	Cost (\$)	-\$5,380	Schedule (Days) -0-
Item 2:	Having an in-house construction materials testing lab allows us to address issues with materials; ie: suitable vs. unsuitable, verifying in-spec material prior to delivery for aggregate bases. It gives us the ability to provide geotechnical information to the designer or the City of Peoria so decisions can be made quickly. Our testing turnaround can be hours instead of days. Not only is this applicable to preliminary testing, but also to our quality control testing. We perform QC testing on all of our projects as part of our company culture even if it is not required by the specifications.		
Impact:	Cost (\$)	-0-	Schedule (Days) 2-3 days
Item 3:	We have evaluated this project and would propose placing the curb and gutter and the valley gutter in a monolithic placement across the entire roadway section. Traffic will be redirected during these placements and during the cure time requirements.		
Impact:	Cost (\$)	-\$3,480	Schedule (Days) 7 days
Item 4:	Disposal of materials is not only becoming an environmental issues, but also a costly concern. We have a relationship with a west area based trucking company that has exclusive reduced rates at a local dump site. They will also work with our schedule if dumping is required during nighttime or weekend work.		
Impact:	Cost (\$)	-\$2,500	Schedule (Days)

SUBCONTRACTOR SELECTION PLAN

The following is our subcontractor selection process that is in compliance with A.R.S. 34-603:

PREQUALIFICATION:

It is our company policy to prequalify all subcontractors prior to proposing and bidding on any projects. From the information provided in our Subcontractor Prequalification Statement, a maximum contract limit is established for each subcontractor. This prequalification process considers the following elements based on the subcontractor's submitted prequalification statement and accompanying data:

- | | |
|--|--|
| 1. Legal name and business structure | 5. Minority Business Status (DBE, MBE, WBE, SBE) |
| 2. State contractor licenses held, status (current, suspended, revoked): | 6. Prevailing Wage project eligibility |
| 3. Division of work/Trades performed | 7. Insurability and Bondability |
| 4. Financial Status | 8. References |

In addition to the above data obtained via the Subcontractor Prequalification Statement, we also evaluate the subcontractor capabilities in terms of available staff, current workload and past performance (quality of work, on-time delivery, etc.).

SELECTION OF SUBCONTRACTORS TO COMPETE: Based on their prequalification information, a list of subcontractors will be developed and reviewed in conjunction with the city. We encourage the City's and the Engineer's input for selection of subcontractors to participate on the JOC projects. As part of our subcontractor selection plan we consider the features of work that we self-perform as a general contractor. This decision will be based upon the needs/conditions for each particular project to create the maximum value and considers not only price but, schedule, available crews and available subcontractors. This decision will also be reviewed with the City and the Engineer to receive their input on how to create the best value combination of self-perform and subcontractor work.

Currently we self-perform the following

- 1) Asphalt Paving
- 2) Earthwork and grading
- 3) Waterline
- 4) Curb, gutter & sidewalk
- 5) Signing & Striping

We would look to subcontract the following:

- 1) Trucking
- 2) Electrical/Traffic Signals
- 3) Landscaping
- 4) Traffic Control

COMPETITIVE SELECTION: As the contractor we have 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: (i) 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. (ii) The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform. (iii) The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform. Based on this information we would then request cost proposals from subcontractors to develop the Guaranteed Maximum Price. We will request not less than three proposed subcontractors for each trade. Upon receipt of subcontractor proposals, we will open these proposals either privately or, when required, in the presence of the project Owner and Engineer, and tabulate the results. Proposals that do not provide all information required on the form of proposal or bid may be considered non-responsive and disqualified from further consideration. We will then abstract all responsive proposals by reconciling all exclusions and inclusions to result in equally comparable scopes of work and a corresponding subcontract value. We will then develop a Recommendation of Award for review by the project Owner and Engineer with the intent being to award the work for each subcontract to the most qualified, responsive subcontractor with the lowest aggregate cost or best value cost proposal.

Task Name	Duration	Start	Finish
1	1 day	Thu 7/15/08	Wed 7/15/08
2	1 day	Thu 7/15/08	Wed 7/15/08
3	1 day	Thu 7/15/08	Wed 7/15/08
4	1 day	Thu 7/15/08	Wed 7/15/08
5	1 day	Thu 7/15/08	Wed 7/15/08
6	1 day	Thu 7/15/08	Wed 7/15/08
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97	1 day	Thu 7/15/08	Wed 7/15/08
98	1 day	Thu 7/15/08	Wed 7/15/08
99	1 day	Thu 7/15/08	Wed 7/15/08
100	1 day	Thu 7/15/08	Wed 7/15/08

We apologize for the size of the font used in the schedule but this size was necessary to illustrate the logic of our planning while maintaining a schedule that would fit on one sheet of paper.



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ATTACHMENT 4

Pre Award Phase Guide (selected firms only)

Pre-Award Phase

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

The pre-planning should include all coordination and identification of all risks that cannot be controlled by the firm. It is in the firm's best interest to identify any issues or concerns ahead of time during the pre-award period. The firm should do this by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing.

Pre-Award Meeting

The pre-award meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The firm must not wait for the meeting to ask questions. All coordination and planning with the client and designer should be done prior to the meeting (during the pre-award phase). The JOC firm should give a presentation, which walks the client through the entire project and summarizes all of the coordination/planning done during the pre-award phase. The JOC firm should bring their team and all the information specified in the Quality Control Plan below. The documents specified in the checklist will become part of the contract.

Pre-Award Meeting Tasks

<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 firm and other other firms) 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.



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ATTACHMENT 5

Weekly Reporting

Weekly Report Guide

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

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

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

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.



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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 ProjectName' i.e. '070314 Polk Project' for Polk Project, week ending March 14, 2007
<input type="checkbox"/>	Email a copy of the 'Weekly Report' Excel Spreadsheet to the following people: christine.finney@peoriaaz.gov , brad.carey@asu.edu and anyone else the City designates.

City of Peoria

P08-0096 Pavement JOC

All Vendor Identified Risks (Risk Assessment Plans)

1. Volatile oil prices have a direct affect on asphalt material prices.
 - a. A successful project is created during the preconstruction planning stage. A preliminary baseline schedule was developed showing construction duration of 90 days. Additionally we have spoken with the suppliers and have pricing locked in for the duration of this project.
2. Traffic control.
 - a. Traffic control plans will be developed which take into account a traffic flow that is conducive to maintain access to stakeholders and emergency vehicles.
3. Public Notification and Complaints.
 - a. Noting that this project is in an elderly neighborhood MRM will utilized a project information board as well as door to door flyers informing the stakeholders of the construction schedule and street restriction. We will also dedicate a community relations person to this project whom will address any concerns that may arise during the construction process.
4. Permit lead times and interagency cooperation.
 - a. Required permits and all agencies that are involved with this project will be notified during the planning stage. The preliminary baseline schedule addresses the typical durations MRM has encountered on other projects requiring coordination.
 - b. Additionally a kick off meeting will need to be schedule to ensure all affected agencies designate a contact person that will be familiar with this project and the scope of work that their agency needs to complete. A schedule will be provided showing the critical dates for activities needing to be completed.
5. Deficient asphalt depth or inadequate sub grade.
 - a. MRM Construction Services has an in house testing lab which allows us to walk perform job walks and identify areas that appear to be failing. If needed we can perform soil analysis to determine if the material is suitable.
6. Resident, business, and neighborhood services access.
 - a. Refer to items 2 and 3.
7. Hot plant and equipment breakdowns during paving operations.
 - a. Alternative plans to maintain production will be addressed in the planning stage, i.e. spare rollers, and different suppliers.

8. Several proposed projects.
 - a. MRM has controlled the growth of the company over the past few years. MRM has only submitted on projects in which we feel we are confident in building as well as available to build.
9. Existing Conditions.
 - a. In the planning stages any job will be walked by MRM to determine existing conditions and any potential conflicts. MRM will work on possible resolutions and present them to the City of Peoria.
10. Design phase.
 - a. MRM has teamed up with a competent design firm that has vast experience in roadway widening. This will ensure MRM can meet the need of the City of Peoria in a timely and efficient manner.
11. Drainage.
 - a. Drainage is always a concern when rehabilitation projects are being constructed. MRM has teamed up with DEI to address any areas that may be susceptible to drainage problems. This will allow our team to address these problems in the planning stage.
12. Traffic control and pedestrian safety.
 - a. Traffic control plans will be developed which take into account a traffic flow that is conducive to maintain access to stakeholders and emergency vehicles.
13. Quality control.
 - a. MRM has an in house material testing group. This sets us apart from our competitors because we ensure our product meets specifications, i.e. subgrade densities, prior to us requesting our clients to inspect our work.
14. Public and emergency vehicle access.
 - a. Traffic control plans will be developed which take into account a traffic flow that is conducive to maintain access to stakeholders and emergency vehicles.
15. Chemical/petroleum spills into the water table.
 - a. MRM utilizes best management practices during the construction process. We have developed a Army Corp of Engineer approved environmental protection plan that addresses means and methods of constructing projects to alleviate the type of hazards.
16. Not being in compliance with current dust control regulations.
 - a. MRM is being proactive in to bring the company into compliance with the new dust control regulations. MRM will be providing every employee the opportunity to become certified dust control representatives.
17. The effectiveness of traffic control in relation to the immediate safety of the public and employees.

- a. Traffic control plans will be developed which take into account a traffic flow that is conducive to maintain access to stakeholders, employees and emergency vehicles.
- 18. Conflicts with utilities – hitting water, sewer, gas, electric, cable, fiber optic, etc.
 - a. Blue staking the entire project will identify potential utility conflicts. Any areas requiring excavations will be potholed and utilities will be mapped. A Job Hazard Analysis (JHA) will be performed prior to mass excavation and crews will be made aware of the utility depths.
- 19. Community relations conflicts.
 - a. Noting that this project is in an elderly neighborhood MRM will utilize a project information board as well as door to door flyers informing the stakeholders of the construction schedule and street restriction. We will also dedicate a community relations person to this project whom will address any concerns that may arise during the construction process.
- 20. Maintaining Access for the Residents.
 - a. During initial investigation of the project MRM identified several locations that can be constructed while maintaining access for the residents. These areas are identified in the preliminary baseline schedule.
- 21. Public Information/Relations with Senior Citizens.
 - a. Noting that this project is in an elderly neighborhood MRM will utilize a project information board as well as door to door flyers informing the stakeholders of the construction schedule and street restriction. We will also dedicate a community relations person to this project whom will address any concerns that may arise during the construction process.
- 22. Project Budget Control – Cost Escalation.
 - a. A successful project is created during the preconstruction planning stage. A preliminary baseline schedule was developed showing construction duration of 90 days. Additionally we have spoken with the suppliers and have pricing locked in for the duration of this project.
- 23. Timely Closeout of project.
 - a. MRM has in house CADD capabilities which allow us to generate our as-built drawings. This allows us to control our close out process, thus we are able to close projects out in a timely manner.
- 24. Construction Zone.
 - a. MRM will utilize traffic control devices to establish the limits of the construction zone. Every employee is given the responsibility to not only maintain safety for construction personnel but also all stakeholders of the project.
- 25. Neighborhood Canvas.
 - a. Noting that this project is in an elderly neighborhood MRM will utilize a project information board as well as door to door flyers informing the stakeholders of the construction schedule and street restriction. We will

also dedicate a community relations person to this project whom will address any concerns that may arise during the construction process.

26. Material.
 - a. A successful project is created during the preconstruction planning stage. A preliminary baseline schedule was developed showing construction duration of 90 days. Additionally we have spoken with the suppliers and have pricing locked in for the duration of this project.
27. Traffic Control.
 - a. Traffic control plans will be developed which take into account a traffic flow that is conducive to maintain access to stakeholders and emergency vehicles.
28. Underground Utilities.
 - a. Blue staking the entire project will identify potential utility conflicts. Any areas requiring excavations will be potholed and utilities will be mapped. A Job Hazard Analysis (JHA) will be performed prior to mass excavation and crews will be made aware of the utility depths.
29. Asphalt Availability.
 - a. A successful project is created during the preconstruction planning stage. A preliminary baseline schedule was developed showing construction duration of 90 days. Additionally we have spoken with the suppliers and have pricing locked in for the duration of this project.
30. Hours of Construction.
 - a. MRM understands that construction hours vary depending on the location of the project. Each project will be handled differently and hours of construction will be adjusted accordingly.
31. Equipment Storage.
 - a. Equipment storage on overlay project is always a concern. MRM will only mobilize the equipment necessary to perform the next few days of work thus eliminating the need of a yard for this project.
32. Weather.
 - a. MRM utilizes NOAA to forecast the next day's construction activities. The foremen and superintendent show up to the job prior to verify that construction activities scheduled for the next day can commence in an efficient and quality manner.
33. Communication.
 - a. Noting that this project is in an elderly neighborhood MRM will utilize a project information board as well as door to door flyers informing the stakeholders of the construction schedule and street restriction. We will also dedicate a community relations person to this project whom will address any concerns that may arise during the construction process.

0-1107B



CONTRACT AMENDMENT

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

Solicitation No: **P08-0096B** Page 1 of 3
Description: Job Order Contract for Pavement
Amendment No: One (1) Date: 11/26/2008

Buyer: Christine Finney

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

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

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

[Signature] 1-15-09 Marie Torres, President MRM Construction Services, Inc.
Signature Date Typed Name and Title Company Name

4806 S. 16th Street Phoenix AZ 85040
Address City State Zip Code

Attested by:

[Signature]
Mary Jo Kief, City Clerk

[Signature]
Dan Nissen, P.E., Assistant City Engineer

[Signature]
Christine Finney, CPPB, Buyer

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

The above referenced Contract Amendment is hereby Executed
2/5/09 at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

CC Number
ACON55208A
Contract Number.

Official File



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No: **P08-0096B** Page 2 of 3
Description: Job Order Contract for Pavement
Amendment No: One (1) Date: 11/26/2008

Buyer: Christine Finney

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

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

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

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

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

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

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



CONTRACT AMENDMENT

**Materials Management
Procurement**

8314 W. Cinnabar Ave.
Peoria, AZ 85345

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

Solicitation No: **P08-0096B** Page 3 of 3
Description: Job Order Contract for Pavement
Amendment No: One (1) Date: 11/26/2008

Buyer: Christine Finney

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

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

All other provisions of the contract remain in their entirety.



CONTRACT AMENDMENT

Materials Management Procurement

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

Solicitation No P08-0096B Page 1 of 2
Description Pavement (Various Projects)
Amendment No Two (2) Date 08/19/09

Buyer: Christine Finney

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. **The new contract term is 10/01/09 to 09/30/10.** Contract Extension One
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
 - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A R S § 34-302, as amended (Residence Requirements for Employees)

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

Signature

8-31-09
Date

Marie Torres, President
Typed Name and Title

MRM Construction Services, Inc
Company Name

4806 S 16th St
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by

Mary Jo Kief, City Clerk



City Seal

(Rev 02/01/08)

CC Number

ACON55208 B
Contract Number

Official File

Requested by

Recommended by

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
October 16, 2009, at Peoria, Arizona

Herman F Koebergen, Materials Manager

A CON 55208B



CONTRACT AMENDMENT

Materials Management

Procurement

8314 W Cinnabar Ave

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax (623) 773-7118

Solicitation No P08-0096B

Page 2 of 2

Description Pavement (Various Projects)

Amendment No One (1)

Date 08/19/09

Buyer: Christine Finney

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

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

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

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

Contractor warrants, for the term of this agreement and for six months thereafter, that 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.

19. 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 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 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.



CONTRACT AMENDMENT

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

Solicitation No. **P08-0096B** Page 1 of 1
Description Pavement (Various Projects)
Amendment No Three (3) Date: 04/14/10

Buyer: Christine Finney

The contract is hereby amended as follows:

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

3 2 4 6 The Police Department shall determine if construction activities or traffic hazards at the construction project require the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, if the Police Department determines that flagmen are sufficient, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.

3 2 4 7 Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062

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

Signature

30 Apr 10
Date

Marie Torres, President
Typed Name and Title

MRM Construction Services, Inc.
Company Name

4806 S 16th St.
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by:

Mary Jo Waddell, City Clerk

Dan Nissen, Assistant City Engineer

Christine Finney, Buyer II

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
May 7 2010, at Peoria, Arizona

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON55208C
Contract Number

Official File



CONTRACT AMENDMENT

**Materials Management
Procurement**

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

Solicitation No: P08-0096B Page 1 of 1
Description: Pavement (Various Projects)
Amendment No: Four (4) Date: 9/8/2010

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 09/30/10. The contract is being extended on a month-to-month basis not to exceed six (6) months or March 31, 2011.

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

Mons
Signature

9-13-10
Date

Marie Torres, President
Typed Name and Title

MRM Construction Services, Inc.
Company Name

4806 S. 16th St.
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by

Linda Blas
for City Clerk

Andrew Granger
Director: Andrew Granger, Engineering Director

Dan Nissen 9/23/10
Dept. Rep.: Dan Nissen, Assistant City Engineer

Ellen Van Riper
Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
Sept 21 2010, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

CC Number

ACON55208D

Contract Number:

Official File

A CON 55208D