



CONTRACT AMENDMENT

Solicitation No. P11-0075 Page 1 of 1

Description: JOC for Concrete Projects

Amendment No. Seven (7) Date: July 7, 2016

Materials Management Procurement

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

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on July 31, 2016.

The contract is being extended on a month-to-month basis not to exceed four (4) months or November 30, 2016.

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

[Signature]
Signature

7/7/16
Date

Tim Ginter, Vice President
Typed Name and Title

DBA Construction, Inc.
Company Name

P.O. Box 63035
Address

Phoenix
City

AZ
State

85082
Zip Code

Attested By:

[Signature]
Rhonda Geriminsky, City Clerk



City Seal
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City of Peoria, Arizona

CC Number

ACON37511G
Contract Number

[Signature]
Director: Andrew Granger, Development & Engineering Director

[Signature]
Department Rep: Dan Nissen, Deputy Engineering Director

Approved as to Form:

[Signature]
City Attorney

The above referenced Contract Amendment is hereby Executed:

July 19, 2016 at Peoria, Arizona

[Signature]
Dan Zenko, Materials Manager



CONTRACT AMENDMENT

**Materials Management
Procurement**

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

Buyer: Lisa Houg

Solicitation No. P11-0075 Page 1 of 1

Description: JOC for Concrete Projects

Amendment No. Six (6) Date: July 1, 2015

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on July 31, 2015.

The contract is being extended and the new contract term is August 1, 2015 – July 31, 2016.

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

	7/2/15	Tim Ginter, Vice President	DBA Construction, Inc.
Signature	Date	Typed Name and Title	Company Name
P.O. Box 63035	Phoenix	AZ	85082
Address	City	State	Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Andrew Granger, Engineering Director

Department Rep: Dan Nissen, Deputy Engineering Director

Approved as to Form

Stephen M. Kemp, City Attorney



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City of Peoria, Arizona

CC Number

ACON37511F
Contract Number

The above referenced Contract Amendment is hereby Executed:

July 16, 2015 at Peoria, Arizona

Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management
Procurement

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

Buyer: Lisa Houg

Solicitation No. P11-0075

Page 1 of 3

Description: JOC for Concrete Projects

Amendment No. Five (5)

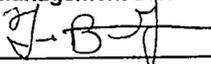
Date: July 3, 2014

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on July 31, 2014.

The contract is being extended and the new contract term is August 1, 2014 – July 31, 2015.

In addition, the contract rates for Maintenance and Repair have been reduced as per the attached schedule.

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

	7/7/14	Tim Ginter, Vice President	DBA Construction, Inc.
Signature	Date	Typed Name and Title	Company Name

P.O. Box 63035	Phoenix	AZ	85082
Address	City	State	Zip Code

Attested By:

for 

Rhonda Geriminsky, City Clerk

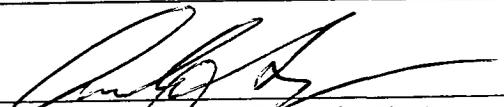


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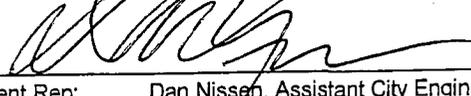
CC Number

ACON37511E

Contract Number



Director: Andrew Granger, Engineering Director



Department Rep: Dan Nissen, Assistant City Engineer

Approved as to Form:



Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

July 23, 2014, at Peoria, Arizona



Dan Zenko, Materials Manager

CITY OF PEORIA

CONCRETE JOC UNIT PRICE ADJUSTMENT - 3/11/14

DESCRIPTION	RANGE	UNIT	CURRENT UNIT PRICING		PROPOSED UNIT PRICING		% DECREASE	AVERAGE GROUP DECREASE
			UNIT	PRICING	UNIT	PRICING		
1 REMOVE CURB & GUTTER	1-50	LF		\$32.00	\$16.00	50.00%	50.00%	
		LF		\$14.50	\$7.00	51.72%		
		LF		\$6.90	\$6.63	3.91%		
2 REMOVE SIDEWALK	1-25	SF		\$46.30	\$21.10	54.43%	35.21%	
		SF		\$6.70	\$4.35	35.07%		
		SF		\$2.90	\$2.90	0.00%		
3 REMOVE VALLEY GUTTER, DRIVEWAY..	1-25	SF		\$41.00	\$24.65	39.88%	29.83%	
		SF		\$8.20	\$5.23	36.22%		
		SF		\$3.10	\$3.10	0.00%		
4 REMOVE AC PAVEMENT	1-25	SF		\$31.00	\$17.26	44.32%	25.37%	
		SF		\$4.80	\$4.80	0.00%		
		SF		\$1.70	\$1.70	0.00%		
5 CONSTRUCT VERTICAL CURB & GUTTER	1-50	LF		\$68.00	\$32.20	52.65%	14.77%	
		LF		\$29.20	\$26.45	9.42%		
		LF		\$23.00	\$22.40	2.61%		
6 CONSTRUCT ROLL CURB	1-50	LF		\$68.00	\$32.20	52.65%	21.56%	
		LF		\$29.20	\$26.45	9.42%		
		LF		\$24.00	\$23.40	2.50%		
7 CONSTRUCT RIBBON CURB	1-50	LF		\$68.00	\$32.20	52.65%	21.52%	
		LF		\$29.70	\$26.45	10.94%		
		LF		\$23.70	\$23.10	2.53%		
8 CONSTRUCT SIDEWALK	1-25	SF		\$52.00	\$19.75	62.02%	22.04%	
		SF		\$8.90	\$6.85	23.03%		
		SF		\$5.20	\$5.05	2.88%		
9 CONSTRUCT MULTI-USE PATH	1-25	SF		\$52.00	\$19.75	62.02%	29.31%	
		SF		\$8.90	\$6.85	23.03%		
		SF		\$5.20	\$5.05	2.88%		
10 CONSTRUCT VALLEY GUTTER & APRON	1-25	SF		\$58.00	\$36.10	37.76%	16.53%	
		SF		\$9.60	\$8.60	10.42%		
		SF		\$7.10	\$7.00	1.41%		

11	CONSTRUCT HANDRAIL	1-25	LF	\$73.00	\$73.00	0.00%	
		26-50	LF	\$57.00	\$57.00	0.00%	
		51-100	LF	\$46.50	\$46.50	0.00%	
12	REPLACE AC PAVEMENT	1-25	SF	\$88.00	\$45.00	48.86%	0.00%
		26-200	SF	\$17.20	\$9.20	46.51%	
		200 +	SF	\$8.00	\$7.35	8.13%	34.50%
13	REMOVE SIDEWALK/RAMP w/ TD	1	EA	\$2,775.00	\$2,775.00	0.00%	0.00%
14	REMOVE SIDEWALK/RAMP w/o TD	1	EA	\$2,450.00	\$2,450.00	0.00%	0.00%
15	REMOVE & REPLACE FRAME & GRATE	1-4	EA	\$2,950.00	\$2,950.00	0.00%	0.00%
16	ADJUST VALVE RISER & CONCRETE RING	1-10	EA	\$780.00	\$420.00	46.15%	25.35%
		11-50	EA	\$440.00	\$420.00	4.55%	
17	ADJUST MANHOLE & CONCRETE RING	1-10	EA	\$860.00	\$590.00	31.40%	
		11-50	EA	\$520.00	\$490.00	5.77%	18.58%
18	ASPHALT SAW CUTTING	1-25	LF	\$22.00	\$15.00	31.82%	
		26-200	LF	\$6.30	\$2.50	60.32%	
		201-500	LF	\$3.90	\$2.60	33.33%	
		501-1000	LF	\$1.60	\$1.60	0.00%	31.37%
19	1/2 SACK SLURRY BACKFILL	1-50	CY	\$112.00	\$112.00	0.00%	
		51-200	CY	\$102.00	\$102.00	0.00%	
		201-500	CY	\$92.50	\$92.50	0.00%	
		501-1000	CY	\$88.70	\$88.70	0.00%	0.00%
20	REMOVE & REPLACE COMMERCIAL DRIVE	500-1000	SF	\$11.10	\$11.10	0.00%	0.00%
21	REMOVE & REPLACE RESIDENTIAL DRIVE	1-250	SF	\$27.90	\$12.50	55.20%	27.60%
		251-500	SF	\$12.50	\$12.50	0.00%	
22	FURNISH & INSTALL BOLLARD POST	1	EA	\$950.00	\$850.00	10.53%	10.53%

AVERAGE GROUP PRICE DECREASE : 17.88%

THE LISTED UNIT PRICES INCLUDE TAXES, BOND, SUPERVISION, PUBLIC NOTIFICATION, ALL REQUIRED COORDINATION, AND HOME AND PROJECT OVERHEAD



CONTRACT AMENDMENT

Solicitation No. P11-0075 Page 1 of 1
 Description: JOC for Concrete Projects
 Amendment No. Four (4) Date: May 16, 2013

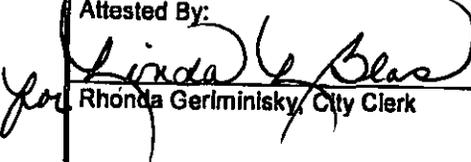
Materials Management
 Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Houg, CPPB

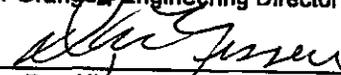
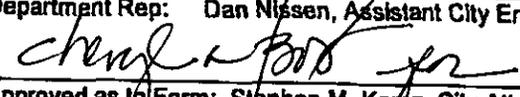
In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on July 31, 2013.
 The contract is being extended and the new contract term is August 1, 2013 – July 31, 2014.

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

 5/29/13 Tim Ginter, Vice President DBA Construction, Inc.
 Signature Date Typed Name and Title Company Name
 P.O. Box 63035 Phoenix AZ 85082
 Address City State Zip Code

Attested By:


 for Rhonda Gerlminisky, City Clerk

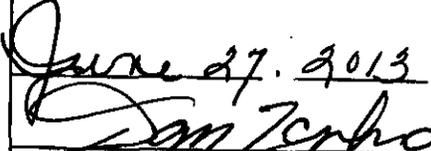

 Director: Andrew Granger, Engineering Director

 Department Rep: Dan Nissen, Assistant City Engineer

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



City Seal
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 (Rev 07/05/11)

Official File

The above referenced Contract Amendment is hereby Executed

June 27, 2013, at Peoria, Arizona

 Dan Zenko, Materials Management Supervisor



CONTRACT AMENDMENT

**Materials Management
Procurement**

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

Buyer: Lisa Houg, CPPB

Solicitation No. P11-0075 Page 1 of 1

Description: JOC for Concrete Projects

Amendment No. Three (3) Date: June 7, 2012

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on July 31, 2012.
The contract is being extended and the new contract term is August 1, 2012 – July 31, 2013.

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

[Signature]
Signature

6/15/12
Date

Tim Ginter, Vice President
Typed Name and Title

DBA Construction, Inc.
Company Name

P.O. Box 63035
Address

Phoenix
City

AZ
State

85082
Zip Code

Attested By:

[Signature]

Wanda Nelson, City Clerk

[Signature]
Director: Andrew Granger, Engineering Director

[Signature]
Department Rep: Dan Nissen, Assistant City Engineer

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



CC Number
ACON37511C
Contract Number

The above referenced Contract Amendment is hereby Executed

July 3, 2012, at Peoria, Arizona

[Signature]
Dan Zenko, Materials Management Supervisor

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Official File



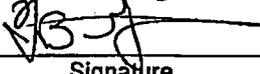
CONTRACT AMENDMENT

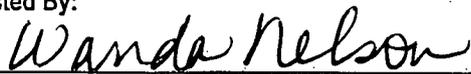
Materials Management
 Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Houg, CPPB

Solicitation No. P11-0075 Page 1 of 2
 Description: JOC for Concrete Projects
 Amendment No. Two (2) Date: November 30, 2011

The contract is being amended to add Concrete Saw Cutting services to the contract as per the attachment.

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

	11/11/12	Tim Ginter, P.E., Vice President	DBA Construction, Inc.
Signature	Date	Typed Name and Title	Company Name
P.O. Box 63035	Phoenix	AZ	85082
Address	City	State	Zip Code

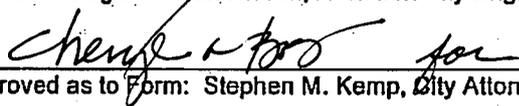
Attested By:

 Wanda Nelson, City Clerk

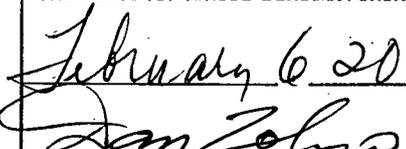

 Director: Andrew Granger, Engineering Director

 Project Manager: Dan Nissen, Assistant City Engineer



CC Number
 ACON37511B
 Contract Number


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

The above referenced Contract Amendment is hereby Executed
 February 6 2012 at Peoria, Arizona

 Dan Zenko, Materials Management Supervisor

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 (Rev 07/05/11)

Official File

DBA CONSTRUCTION, INC.

P.O. Box 63035
Phoenix, AZ 85082-3035

Phone 602-442-6767
Fax 602-442-0408

Oct. 21, 2011

City of Peoria
Materials Management
Attn: Lisa Houg, CPPB
9875 N. 85th Ave, 2nd Floor
Peoria, AZ. 85345

RE: Concrete Saw Cutting

Dear Lisa,

As discussed, this letter confirms prices for concrete saw cutting which will be used for an addendum and added to the City of Peoria JOC - Concrete Repairs, P.O. No. COPAZ-0000061951.

Bid Item	Description Of Material And/or Services	Quantity	Unit	Unit Price
1-A	Concrete Saw Cutting - 1" To 6" Depth	1-50	LF	\$ 9.95
1-B	Concrete Saw Cutting - 1" To 6" Depth	51-100	LF	\$ 6.10
1-C	Concrete Saw Cutting - 1" To 6" Depth	101 +	LF	\$ 2.22

Inclusions:

- 1) Vacuuming of concrete slobbers
- 2) Bond
- 3) All applicable taxes
- 4) Work to be done with DBA's in-house crews.

Respectfully Submitted,

Bob Maurer

Bob Maurer

cc: City of Peoria JOC File



CONTRACT AMENDMENT

Materials Management Procurement

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

Buyer: Lisa Houg, CPPB

Solicitation No. P11-0075 Page 1 of 2
Description: JOC for Concrete Projects
Amendment No. One (1) Date: August 10, 2011

The contract is being amended to revise and replace Attachment B, Pricing Worksheet for New Construction projects. This change is effective August 1, 2011.

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

	8/11/11	Tim Ginter, P.E., Vice President	DBA Construction, Inc.
Signature	Date	Typed Name and Title	Company Name
P.O. Box 63035	Phoenix	AZ	85082
Address	City	State	Zip Code

Attested By:

Wanda Nelson, City Clerk

8/12/11

Director: Andrew Granger, Engineering Director

8/12/11
Project Manager: Dan Nissen, Assistant City Engineer

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

The above referenced Contract Amendment is hereby Executed

_____ at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



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Official File

CC Number
ACON37511A
Contract Number

ATTACHMENT B - PRICING WORKSHEET FOR NEW CONSTRUCTION (REVISED)

P11-0075 - JOC Concrete

Company Name: DBA Construction, Inc.

JOC Pricing Matrix	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000
Indirect Cost of the Work				
General & Administrative Expense	8.00%	8.00%	8.00%	8.00%
Job Order Contractor's Fee (Profit)	5.00%	4.50%	4.00%	3.50%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%
Insurance	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes	5.915%	5.915%	5.915%	5.915%
Total Indirect Cost of the Work	21.42%	20.92%	20.42%	19.92%
Labor Burden - 27.95%				



City of Peoria, Arizona

Job Order Contract



Statement of Qualifications No:	P11-0075
Job Description:	Concrete Projects

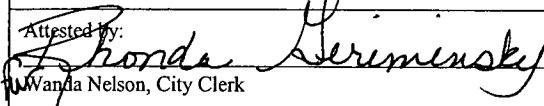
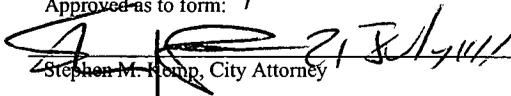
Location: City of Peoria, Materials Management	Contact: Lisa Houg
Mailing Address: 9875 N. 85 th Ave., 2 nd Fl., Peoria, AZ 85345	Phone: (623) 773-7115

OFFER

DBA Construction, Inc. <small>Job Order Contractor Name</small>	Contractor's License Number: <u>ROC 125006 A</u>  <small>Authorized Signature for Offer</small>
P.O. Box 63035 <small>Address</small>	Tim Ginter, P.E. <small>Printed Name</small>
Phoenix, AZ 85082-3035 <small>City State Zip Code</small>	Vice President <small>Title</small>
602-442-6767 / 602-442-0408 <small>Telephone/Fax</small>	Timginter@dbaconstruction.net <small>Email</small>

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:  Wanda Nelson, City Clerk	City of Peoria, Arizona. Eff. Date: <u>8/1/2011</u> Approved as to form:  Stephen M. Kemp, City Attorney
---	--



City Seal

CC

ACON 37511

Contract Number

Official File

Awarded on July 25, 2011


 Dan Zenko, Materials Management Supervisor

JOB ORDER CONTRACT



P11-0075

CONCRETE PROJECTS

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT

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ARTICLE 7	JOB ORDER SCHEDULES
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ATTACHMENTS

Attachment A	Price Sheet for Routine Maintenance & Repair
Attachment B	Pricing Worksheet for New Construction
Attachment C	Scope of Services
Attachment D	SIQ (P11-0063 – Step One)
Attachment E	P11-0063 Proposal Response
Attachment F	SIQ (P11-0075 – Step Two)
Attachment G	P11-0075 Proposal Response
Attachment H	Authorized Signature Form
Attachment I	Contractor Contact List

JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of August, 2011, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and DBA Construction, Inc. (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

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

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

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

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

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

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

1.7. Punch List Preparation. A minimum of 30 days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance

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

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

1.9. Reference Standards

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

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

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

2. CONTRACT TERM

2.1. Contract Term. The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

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

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

2.4. Cooperative Purchasing: This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

3. PERFORMANCE OF THE WORK

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

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

3.2. Job Order Contractor Duties and Obligations.

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

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

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

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

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

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

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

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

3.2.4.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

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

3.2.6. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City

Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

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

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

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

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

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

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

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

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

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

3.2.11.9. **Owner's Right to Monitor.** Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during

performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

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

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

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

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

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

3.3. **Owner Rights and Obligations.**

3.3.1. **Suspension of Work.**

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

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

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

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

Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

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

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

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

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

4. **JOB ORDER DOCUMENTS**

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

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

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

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

the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

- 4.2.1. The proposed fabrication and assembly of structural elements and,
- 4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.
- 4.2.3. The construction and detailing of elements of the Work.

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

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

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

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

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

4.8. **Use of Job Order Documents.** All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part

thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

5. MATERIAL AND WORKMANSHIP

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

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

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

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

6. SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **JOB ORDER SCHEDULES**

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

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

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

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

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

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

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

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

9. INVOICING AND PAYMENT

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

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

City of Peoria
8401 W. Monroe St

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)

Dan Zenko, Materials Management Supervisor
City of Peoria, Materials Management
9875 N. 85th Avenue, 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)

Tim Ginter, Vice President
DBA Construction, Inc.
P.O. Box 63035, Phoenix, AZ 85082

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

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

15. WARRANTY OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

15.7.1. Obtain all warranties required by the Job Order;

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

15.7.3. Enforce all warranties for the benefit of Owner.

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

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

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

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

16. STANDARD TERMS AND CONDITIONS

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

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.31. Federal Funding. It is the responsibility of the Contractor to determine on any job order project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.33 Prohibited Lobbying Activities. The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this

solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

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

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

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

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

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

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

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

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

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

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

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

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

The contractor acknowledges to and for the benefit of the City (“Purchaser”) and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as “Buy American” that require all of the iron, steel, and manufactured goods used in the project be

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

16.39. Whistleblower Protections Under The ARRA:

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

16.40. Reporting Requirements under the ARRA:

- (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.
- (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.
- (c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov:
 - (1) The City of Peoria contract and order number, as applicable.
 - (2) The amount of ARRA funds invoiced by the Contractor for the reporting period.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the Contractor’s progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent

completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.

(7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

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

16.41. Central Contractor Registration Required:

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

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

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

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

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

(d) *Payrolls and basic records.*

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

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

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

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

ATTACHMENT A

PRICE SHEET

for Routine Maintenance & Repair

See attached



ATTACHMENT A PRICE SHEET (REVISED)

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P11-0075**

CONTRACTOR NAME: DBA Construction Inc.

Item	Description of material and/or services	Quantity	Unit	Unit Price
REMOVALS to include cost for disposal of spoils				
1.	Remove Curb & Gutter	1-50	LF	\$ <u>32.00</u>
	Remove Curb & Gutter	51-100	LF	\$ <u>14.50</u>
	Remove Curb & Gutter	101+	LF	\$ <u>6.90</u>
2.	Remove Sidewalk	1-25	SF	\$ <u>46.30</u>
	Remove Sidewalk	26-200	SF	\$ <u>6.70</u>
	Remove Sidewalk	201+	SF	\$ <u>2.90</u>
3.	Remove Valley Gutter, Driveway & Apron	1-25	SF	\$ <u>41.00</u>
	Remove Valley Gutter, Driveway & Apron	26-200	SF	\$ <u>8.20</u>
	Remove Valley Gutter, Driveway & Apron	201+	SF	\$ <u>3.10</u>
4.	Remove AC Pavement – 6" depth	1-25	SF	\$ <u>31.00</u>
	Remove AC Pavement – 6" depth	26-200	SF	\$ <u>4.80</u>
	Remove AC Pavement – 6" depth	201+	SF	\$ <u>1.70</u>
INSTALLATION (Class A Concrete)				
5.	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A)	1-50	LF	\$ <u>68.00</u>
	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A)	51-100	LF	\$ <u>29.20</u>
	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A)	101+	LF	\$ <u>23.00</u>
6.	Construct Roll Curb (MAG Detail 220C)	1-50	LF	\$ <u>68.00</u>
	Construct Roll Curb (MAG Detail 220C)	51-100	LF	\$ <u>29.20</u>
	Construct Roll Curb (MAG Detail 220C)	101+	LF	\$ <u>24.00</u>
7.	Construct Ribbon Curb (MAG Detail 220B)	1-50	LF	\$ <u>68.00</u>
	Construction Ribbon Curb (MAG Detail 220B)	51-100	LF	\$ <u>29.70</u>
	Construction Ribbon Curb (MAG Detail 220B)	101+	LF	\$ <u>23.70</u>
8.	Construct Sidewalk (5' W x 4" Thick)	1-25	SF	\$ <u>52.00</u>
	Construct Sidewalk (5' W x 4" Thick)	26-200	SF	\$ <u>8.90</u>
	Construct Sidewalk (5' W x 4" Thick)	201+	SF	\$ <u>5.20</u>



ATTACHMENT A PRICE SHEET (REVISED)

Solicitation Number: **P11-0075**

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price
9.	Construct Concrete Multi-Use Path (10'W x 4" Thick)	1-25	SF	\$ <u>52.00</u>
	Construct Concrete Multi-Use Path (10'W x 4" Thick)	25 - 150	SF	\$ <u>8.90</u>
	Construct Concrete Multi-Use Path (10'W x 4" Thick)	151 +	SF	\$ <u>5.20</u>
10.	Construct Valley Gutter & Apron	1-25	SF	\$ <u>58.00</u>
	Construct Valley Gutter & Apron	26-200	SF	\$ <u>9.60</u>
	Construct Valley Gutter & Apron	201+	SF	\$ <u>7.10</u>
11.	Construct Handrail (Safety Rail), per MAG Detail 145 and Specifications 520	1-25	LF	\$ <u>73.00</u>
	Construct Handrail (Safety Rail), per MAG Detail 145 and Specifications 520	26-50	LF	\$ <u>57.00</u>
	Construct Handrail (Safety Rail), per MAG Detail 145 and Specifications 520	51-100	LF	\$ <u>46.50</u>
12.	Replace AC Pavement ~ 6" depth	1-25	SF	\$ <u>88.00</u>
	Replace AC Pavement ~ 6" depth	26-200	SF	\$ <u>17.20</u>
	Replace AC Pavement ~ 6" depth	201+	SF	\$ <u>8.00</u>
13.	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp with Truncated Domes (Detail PE-241-1)	1	EA	\$ <u>2,775.00</u>
14.	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp without Truncated Domes (Detail PE-241-1)	1	EA	\$ <u>2,450.00</u>
15.	Remove & Replace Frame & Grate and Top 6" of Concrete of Catch Basin (City of Phoenix Detail P-1569, Type M-1)	1-4	EA	\$ <u>2,950.00</u>
16.	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (MAG Detail 270)	1-10	EA	\$ <u>780.00</u>
	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (MAG Detail 270)	10-50	EA	\$ <u>440.00</u>
17.	Adjust Manhole & Replace Concrete Ring around Manhole (MAG Detail 270)	1-10	EA EA	\$ <u>860.00</u>



**ATTACHMENT A
PRICE SHEET (REVISED)**

Solicitation Number: **P11-0075**

**Materials Management
Procurement**

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price
	Adjust Manhole & Replace Concrete Ring around Manhole (MAG Detail 270)	10-50	EA	\$ <u>520.00</u>
18.	Asphalt Saw Cutting – 6” depth	1-25	LF	\$ <u>22.00</u>
	Asphalt Saw Cutting – 6” depth	26-200	LF	\$ <u>6.30</u>
	Asphalt Saw Cutting – 6” depth	201-500	LF	\$ <u>3.90</u>
	Asphalt Saw Cutting – 6” depth	501-1000	LF	\$ <u>1.60</u>
19.	½ Sack Slurry Backfill (CLSM)	1-50	CY	\$ <u>112.00</u>
	½ Sack Slurry Backfill (CLSM)	50-200	CY	\$ <u>102.00</u>
	½ Sack Slurry Backfill (CLSM)	201-500	CY	\$ <u>92.50</u>
	½ Sack Slurry Backfill (CLSM)	501-1000	CY	\$ <u>88.70</u>
20.	Remove & Replace Commercial Driveway	500-1000	SF	\$ <u>11.10</u>
21.	Remove & Replace Residential Driveway	1-250	SF	\$ <u>27.90</u>
	Remove & Replace Residential Driveway	251-500	SF	\$ <u>12.50</u>
22.	Furnish & Install 4” Bollard Post, per MAG Detail 140	1	EA	\$ <u>950.00</u>

Items for Routine Maintenance & Repair not included on this Price Sheet shall be offered at Cost plus 12.0 %.

All line items are Lump Sum and are inclusive of all materials, labor, equipment, and subcontractor costs.

ATTACHMENT B

PRICING WORKSHEET

for New Construction

See attached

P11-0075 ATTACHMENT B - JOC PRICING WORKSHEET (REVISED)

DBA CONSTRUCTION, INC.

Pricing for Individual JOC Contracts by size

DESCRIPTION	\$1.00 TO \$100,000			\$100,001 TO \$250,000			\$250,001 TO \$500,000			\$500,001 to \$1,000,000		
	LABOR BURDEN**	OVERHEAD	PROFIT (FEE)	LABOR BURDEN**	OVERHEAD	PROFIT (FEE)	LABOR BURDEN**	OVERHEAD	PROFIT (FEE)	LABOR BURDEN**	OVERHEAD	PROFIT (FEE)
Materials*		8.00%	5.00%		8.00%	5.00%		8.00%	4.00%		8.00%	4.00%
Labor**	27.95%	8.00%	5.00%	27.95%	8.00%	5.00%	27.95%	8.00%	4.00%		8.00%	4.00%
Equipment*		8.00%	10.00%		8.00%	10.00%		8.00%	8.00%		8.00%	8.00%
Other costs*		8.00%	10.00%		8.00%	10.00%		8.00%	8.00%		8.00%	8.00%
Subcontractor Cost*		8.00%	5.00%		8.00%	5.00%		8.00%	4.00%		8.00%	4.00%
Engineer Services*		8.00%	0.00%		8.00%	0.00%		8.00%	0.00%		8.00%	0.00%
Subtotal												
P&P Bonds		1.00%	0.00%		1.00%	0.00%		1.00%	0.00%		1.00%	0.00%
Insurance		1.50%	0.00%		1.50%	0.00%		1.50%	0.00%		1.50%	0.00%
Permits*												
Total Cost (pre-tax)												
Taxes												
Total with Taxes												
Contingencies												
Total Job Order Amount												

* Actual Cost

** Burden

The Labor Burden consists of:

- Federal Income Taxes (FICA) : 7.650%
- Federal Unemployment Taxes (FUTA) : 0.800%
- Slate Unemployment Taxes (SUTA) : 2.940%
- Workers Comp Insurance : 6.803%
- Health Insurance (Company Portion) : 6.000%
- General / Liability Insurance : 2.460%
- Umbrella Insurance : 1.300%
- 27.953%**

The Burden items are linked to the amount of labor used on a project and are required to be paid by Slate and Federal law.

The Percentages listed on this sheet are Not To Exceed Percentages (Maximums)

revised 7/13/11

ATTACHMENT C
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 D
SIQ (P11-0063 -Step-One)
See attached



**STATEMENT OF INTEREST
AND QUALIFICATIONS**

Solicitation Number: **P11-0063**

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

**REQUEST FOR
STATEMENT OF INTEREST & QUALIFICATIONS**

JOB ORDER CONTRACTING
for

CONCRETE PROJECTS

P11-0063

Due Date: April 14, 2011, 5:00 PM Arizona Time

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



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0063

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

Request for Statement of Interest and Qualifications Job Order Contracting for Concrete Projects

SECTION 1 – INTRODUCTION

1.1 Background

The City of Peoria Arizona is seeking experienced and qualified Contractors to provide construction services as described below for various concrete projects utilizing Job Order Contracting (JOC) project delivery. It is the City's intent to select two (2) contractors. A competitive two-step selection process will be used for the selection of the JOC contractors in accordance with ARS §34-604.

The purpose of this contract is to have two (2) Contractors available on short notice to perform maintenance and construction for various concrete projects. The contract period will be for a minimum of one (1) year with a maximum of four (4) one-year extensions.

Peoria's Capital Improvement Program identifies funding for the various projects in Fiscal Year 2012 in the amount of approximately **\$1,000,000**.

1.2 Cooperative Purchasing

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

SECTION 2 – PROJECT DESCRIPTION

2.1 Description

The City of Peoria is seeking two (2) experienced and qualified General Commercial Contractors (Arizona State Registrar of Contractors), hereinafter referred to as the Contractor, to perform various concrete projects, including limited pre-construction design services (i.e. professional services), and supply all labor, permits, equipment and materials, traffic control, etc. necessary for the construction, renovation or replacement of concrete structures and surfaces, such as sidewalks, commercial and residential driveways and curbs, multi-use paths, handicap ramps, curb and gutter, vertical curbs, valley gutters, concrete aprons, catch basins, alley entrances,



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P11-0063

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Peoria, Arizona 85345-6560
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Fax: (623) 773-7118

modification and repair of block walls, asphalt sawcutting, removal of asphalt pavement, replace asphalt pavement (full depth), adjust valve riser, remove and replace concrete ring around valve, adjust manhole and replace concrete ring around manhole, ADA compliant handicap ramps, scuppers, handrails, pruning, relocation and removal of trees and other plant materials, concrete sawcutting including sawcutting or monolithically poured concrete, slurry backfill; remove and replace trench backfill, furnish and install 4' bollard posts, brick pavers and completion of incidental work; such as, repair/restoration of landscape and irrigation systems, placement of decomposed granite/rock, application of pre-emergents and fencing installation and repairs for various projects to be determined.

The various City programs that are intended for this contract are the: Maintenance Program, Annual Sidewalk Program, Annual ADA Handicap Ramp Program, Community Works Program and Bicycle Development Plan, and the Peoria Trails Plan and aims to provide necessary infrastructure improvements for a safer walking and biking environment to pedestrians and improved street and alley infrastructure.

2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors, architects/engineering professionals (professional services), and knowledge of JOC project delivery methods. The specific work associated with each Project Assignment shall be mutually agreed upon and issued by the City.

All construction shall conform to the latest version of the Uniform Standard Specifications for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Development Infrastructure Guide and Specifications and Standard Details, and the construction documents (plans and specifications) associated with each Project Assignment.

2.3 Additional Project Information

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

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

2.4 Sample Project Information

In 2000, the City Council approved the creation of the Annual Sidewalk Program for the purpose of constructing sidewalk improvements on arterial streets that may or may not have curb and gutter



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but are lacking sidewalks.

One of the future projects identified is the completion of certain sections of sidewalk along the south side of Peoria Avenue between 99th Avenue and the New River Bridge.

The project includes the preparing of plans and specifications (design phase), removal of approximately 975 s.f. of existing AC parking lot, construction of 1100 s.f. of concrete sidewalk, installation of 2 handicap ramps, construction of 2135 s.f. concrete aprons and driveway and patching AC parking lots to the back of the newly installed concrete sidewalk (see attached Exhibit A).

The Contractor will be required to provide a project scope plan showing the process to be followed through the design, permitting, construction and close-out phases.

SECTION 3 – EVALUATION CRITERIA

3.1 Criteria and Weights

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

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

3.1.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of all attachments.

3.1.2 References (Pass/Fail)

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

3.1.3 Project Assessment Plan (Weighted at 55%)

- The Contractor will submit a Project Assessment (PA) Plan for the sample project as outlined in **Attachment C**.
- The PA Plan must be 4 pages or less (2 pages for Scope Plan (25%) and 2 pages maximum for risk assessment and value added (25%) items).
- The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
- The Contractor must use the template as provided in **Attachment C**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).



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- Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is shall be marked as unresponsive and eliminated from the evaluation process.
- Provide a detailed 1-page subcontractor selection plan that uses qualification and price in the selection criteria as provided in **Attachment D**. The contractor should describe how they will pre-qualify and select their subcontractor(s) as required per ARS §34-603.
- Provide a 1 page project duration schedule for the sample project only that conveys major milestones, including City approval processes, and final submittal to the City.

3.1.4 Interviews (Weighted at 45%)

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

SECTION 4 – SELECTION PROCESS

4.1 Two-Step Selection Process

Contractors will be prioritized and selected through qualifications based selection process based on the criteria in Section 3.

The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

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

For this project the final list will consist of the top 3 scoring contractors (based on PA Plan scores, Interview scores, Pass/Fail Reference, and Pass/Fail Responsiveness). The top 3 contractors on the final list will then participate in Step 2 of the selection process by responding to a Request for Proposal. The RFP will include a technical and price proposal.



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SECTION 5 – CRITICAL DATES

5.1 Pre-Submittal Conference

A pre-submittal conference will be held on **Tuesday, April 5th, 2011 at 2:00 p.m.** Arizona Time. The meeting location is the **City of Peoria Development and Community Services Building, Point of View Conference Room, 9875 N. 85th Avenue, Peoria AZ, 85345.**

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

5.2 Critical Dates:

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

April 5, 2011	Pre-Submittal Conference
April 14, 2011	Submittals Due
April 27, 2011	Notification of Interviews
May 5, 2011	Interviews (shortlisted contractors only)
May 9, 2011	Final List Contractor Notification

SECTION 6 – SOQ SUBMITTAL FORMAT

6.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 6.2. All documents should be on 8½" x 11", in black and white ink only. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed SOQs will be considered.
- The SOQ must be received by the date listed in Section 6.2.
- Attachment A: Proposal Form – One (1) original must be submitted.
- Attachment B: Reference List – One (1) original must be submitted.
- Attachment C: Project Assessment Plan – Seven (7) copies of the completed 2-page Scope Plan, 2-page Risk Assessment/Value Added plan must be submitted.
- Attachment D: Project Duration Schedule – Seven (7) copies of the 1 page project schedule must be submitted.
- Attachment D: Subcontractor Selection Plan – Seven (7) copies of the detailed 1 page subcontractor Selection Plan.

6.2 Submittal Contact and Date

- Contact Information
Attention: Lisa Houg, Contract Officer
SOQ #: **P11-0063, Concrete Projects**
City of Peoria Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345



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- SOQs must be received by 5:00 p.m. (AZ time) on April 14, 2011.

6.3 Disqualification

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachment A and Attachment B)

SECTION 7 – GENERAL INFORMATION

7.1 Questions

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

Lisa Houg, Contract Officer
City of Peoria Materials Management
Lisa.Houg@peoriaaz.gov

- Inquiries within 48 hours preceding the due date & time will not be addressed.

7.2 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in section 8.1 above, and will be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the "Legal Arizona Workers Act."



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7.3 Protest Policy and Procedures

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

7.4 Attachments

Attachment A: Proposal Form
Attachment B: Reference List
Attachment C: Project Assessment Plan
Attachment D: Project Duration Schedule & Subcontractor Selection Plan

7.5 Appendices

Appendix 1: Scoring and Ranking Submittals

7.6 Exhibit

Exhibit A: Sample Project Information

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

FTP Site Access Directions:

Using your Web Browser, enter the following address:

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

You will be prompted for a User ID and Password.

User ID: ftpsolicitation

Password: AEC91&lv

(password is case sensitive)

You should then see the available file. The file name for this project is P11-0063 – Misc Sidewalk Construction. You can copy or download to your computer or server. Download speed will depend on the internet connection speeds on both sides.

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



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ATTACHMENT A PROPOSAL FORM

Name of Job Order Contractor (Contractor): _____

Project Manager (Individual) _____

Project Superintendent (Individual) _____

Estimator (Individual) _____

Individual project bonding capacity: \$ _____

Total bonding capacity: \$ _____

Amount of bonded contracts currently in process: \$ _____

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

Name of Company

Printed Name of Contractor Representative

Signature of Contractor Representative

Street Address

City / State / Zip

Phone

Fax

Date

E-mail Address

Contractor License Number



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ATTACHMENT B REFERENCE LIST

HOW TO CREATE AND SUBMIT A REFERENCE LIST

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



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ATTACHMENT B REFERENCE LIST (continued)

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

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

 Annual Value: _____
 Date Completed: _____

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

 Annual Value: _____
 Date Completed _____

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

 Annual Value: _____
 Date Completed _____



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ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

Introduction

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

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

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

PA Plan Format

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

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

Overview of the Scope Plan Section

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

Overview of the Risk Assessment Section

The contractor should clearly address the following items:

1. List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner. Risks can include things that you control and things that you do not control.
2. Explain how the contractor will avoid / minimize the risk. If the contractor has a unique method to minimize the risk, they should explain it in non-technical terms.

Overview of the Value Added Item Section

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

Project Duration Schedule

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



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ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 of 2)

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



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ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 2 of 2)

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



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ATTACHMENT C PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify major risks associated with the sample project provided in the SOQ. You may add/delete the risk tables below as necessary.

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



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ATTACHMENT C

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

Item 1:			
Impact:	Cost (\$)		Schedule (Days)
Item 2:			
Impact:	Cost (\$)		Schedule (Days)
Item 3:			
Impact:	Cost (\$)		Schedule (Days)
Item 4:			
Impact:	Cost (\$)		Schedule (Days)
Item 5:			
Impact:	Cost (\$)		Schedule (Days)



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ATTACHMENT D

PROJECT DURATION SCHEDULE and SUBCONTRACTOR SELECTION PLAN

This template is a placeholder only. Contractor may attach separate sheet(s) for Schedule and Subcontractor Plan

Overview of the Project Duration Schedule (1-page)

Provide a detailed Gantt style project schedule (1 page, 8.5 X 11 only), which clearly conveys milestones, design activities, equipment pre-purchase, permitting processes, City approval process, construction and project close-out. The 1 page project schedule is in addition to the 4 page project assessment plan. (You may delete these instructions or attach a separate page for the Project Duration Schedule.)

Overview of the Subcontractor Selection Plan (1-page)

Font size should not be any smaller than 10 point Times New Roman or Arial. Modifications to the format of this template will result in disqualification. (i.e., altering font type, adding colors, adding pictures, etc). Do not list any names/information that can be used to identify your firm. Do not exceed the 1-page limit for the Subcontractor Selection Plan. (You may delete these instructions or attach a separate page for the Subcontractor Selection Plan.)



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APPENDIX 1 SCORING AND RANKING SUBMITTALS

Overview

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

Example

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

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



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EXHIBIT A



ATTACHMENT E
P11-0063 Proposal Response
See attached



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ATTACHMENT B REFERENCE LIST

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

1. Company: Tournament Players Club (Stadium Course)

Contact: Mr. Jeff Plotts Phone: (602) 501-9366

Address: 17020 North Hayden Road, Scottsdale, Arizona 85255

Description of Work: On call JOC concrete services – replaced damaged concrete walks, curbs, driveways, ramps and cart paths on an as ordered basis.

Annual Value: \$ 36,551.00

Date Completed: November 2010

2. Company: ADOT/PB World

Contact: Mr. Perry Powell Phone: (602) 284-2431

Address: 1501 West Fountainhead Parkway, Suite 400, Tempe, Arizona 85282

Description of Work: Replaced concrete sidewalk, driveways, aprons and ADA ramps on the South side of Lincoln Drive from 32nd Street to Tatum Boulevard.

Annual Value: \$ 1,733,256.16

Date Completed: July 2008

3. Company: Tournament Players Club (Champion's Course)

Contact: Mr. Nick Bisanz Phone: (480) 773-9472

Address: 17020 North Hayden Road, Scottsdale, Arizona 85255

Description of Work: Removed existing stabilized cart path and concrete curbs. Constructed new colored concrete cart paths and curbs for the Champion's course.

Annual Value: \$ 733,648.58

Date Completed: August 2009



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ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 of 2)

PRE-CONSTRUCTION DESIGN AND PLANNING SCOPE

- Perform a site and scope review with owner and design engineer assessing the needs and expectations of the City of Peoria.
- Use of the City Peoria or MAG Standard details in conjunction with the existing curb and gutter, along the south edge of Peoria Avenue, can reduce or eliminate design costs, as the existing curb and gutter elevations will govern the design.
- Utilize on staff registered engineer or engage a registered civil engineering firm to develop a functional design which accommodates existing constraints and provides a constructible project. Determine which standard details (City of Peoria/MAG) will provide the best site specific results.
- Submit completed designs to the City of Peoria for review, comment and approval.
- Conduct Plan-in-Hand review to confirm any conflicts between existing stop signs and the location of the proposed ADA ramps.
- Determine the area of disturbance and obtain a corresponding dust permit from the Maricopa County Department of Environmental Quality.
- Obtain construction water permit from the City of Peoria.
- Develop and submit both vehicular and pedestrian traffic control plans for the City of Peoria's approval.
- Review the access requirements of the owners and/or occupants of those properties impacted by construction of the proposed improvements. Develop a work plan with the performance of the demolition and concrete placement at off peak hours. Additionally, driveways will be constructed one-half at a time to provide continuous access to those properties accessible by a single driveway. If a property has two access driveways, one driveway will remain open while constructing the entire second driveway.
- Identify potential utility conflicts by contacting "Blue Stake" upon award. Pothole utilities identified by Blue Stake. Conflicting utilities will be exposed and the owner of the utility notified.
- Locate and obtain a construction yard near the site.
- Notify the City of Peoria, impacted property owners and all emergency service providers one week before the start of construction.



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ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 of 2)

PRE-CONSTRUCTION DESIGN AND PLANNING SCOPE

- Perform a site and scope review with owner and design engineer assessing the needs and expectations of the City of Peoria.
- Use of the City Peoria or MAG Standard details in conjunction with the existing curb and gutter, along the south edge of Peoria Avenue, can reduce or eliminate design costs, as the existing curb and gutter elevations will govern the design.
- Utilize on staff registered engineer or engage a registered civil engineering firm to develop a functional design which accommodates existing constraints and provides a constructible project. Determine which standard details (City of Peoria/MAG) will provide the best site specific results.
- Submit completed designs to the City of Peoria for review, comment and approval.
- Conduct Plan-in-Hand review to confirm any conflicts between existing stop signs and the location of the proposed ADA ramps.
- Determine the area of disturbance and obtain a corresponding dust permit from the Maricopa County Department of Environmental Quality.
- Obtain construction water permit from the City of Peoria.
- Develop and submit both vehicular and pedestrian traffic control plans for the City of Peoria's approval.
- Review the access requirements of the owners and/or occupants of those properties impacted by construction of the proposed improvements. Develop a work plan with the performance of the demolition and concrete placement at off peak hours. Additionally, driveways will be constructed one-half at a time to provide continuous access to those properties accessible by a single driveway. If a property has two access driveways, one driveway will remain open while constructing the entire second driveway.
- Identify potential utility conflicts by contacting "Blue Stake" upon award. Pothole utilities identified by Blue Stake. Conflicting utilities will be exposed and the owner of the utility notified.
- Locate and obtain a construction yard near the site.
- Notify the City of Peoria, impacted property owners and all emergency service providers one week before the start of construction.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P11-0063**

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

SECTION 1 – SCOPE PLAN (Page 2 of 2)

- Prepare a Storm Water Pollution Prevention Plan (SWPP) and obtain permit from the Arizona Department of Environmental Quality.

CONSTRUCTION SCOPE

- Install traffic control devices in accordance with the approved traffic control plans.
- Install temporary Storm Water Pollution Prevention (SWPP) devices per approved plan.
- Provide pedestrian safety by diverting pedestrian traffic to the sidewalk on the north side of Peoria Avenue at the 99th Avenue crosswalk on the west and at the New River Bridge crosswalk on the east.
- Install temporary stop signs where existing stop signs conflict with proposed ADA ramps.
- Saw cut and remove asphalt and concrete required for construction of the proposed improvements.
- Dispose of concrete and asphalt at an approved recycling facility.
- Sweep and clean both the streets and private parking lots clear of dust and debris.
- Set design points and grades to maintain the existing drainage pattern.
- Set the concrete form work required for the ADA ramp, driveway, aprons and sidewalk construction.
- Place and finish concrete at the proposed ADA ramps, driveways, apron and sidewalks.
- Protect concrete from being defaced during the cure period.
- Install ADA detectable warning strips at ADA ramps.
- Patch asphalt in the parking lot as required, matching existing and finishing grade elevations.
- Provide a final sweeping of the street and parking lot of any residual dust and debris.
- Install the previously conflicting stop signs at new locations approved by the City of Peoria.
- Remove temporary traffic control and stop signs from the site.
- Review completed work with the City of Peoria for conformance with plans and specifications.
- Provide as-built drawings and test results to the City of Peoria.



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT C PROJECT ASSESSMENT & VALUE ADDED PLAN

IDENTIFICATION & MINIMIZATION OF RISK: Identify major risks associated with the sample project provided in the SOQ. You may add/delete the risk tables below as necessary.

Risk 1:	Pedestrian safety along the South side of Peoria Ave will represent a risk during construction.
Solution:	All pedestrian traffic will be detoured to the sidewalk on the north side of Peoria Ave at the 99 th Avenue crosswalk on the west and the New River bridge crosswalk on the east.
Risk 2:	Location of an existing stop sign is in conflict with the proposed ADA Ramp. Removing the existing stop sign during construction will create a risk to vehicular traffic.
Solution:	Install temporary stop signs before starting construction. Reinstall the existing stop sign at a location not in conflict with the proposed ADA ramp.
Risk 3:	Disruption of continuous access and normal operations at properties adjacent to the proposed improvements may risk working relationships.
Solution:	In order to provide the least disruption to the adjacent properties, the demolition and concrete placement will be performed at off peak hours. Additionally, driveways will be constructed one-half at a time, where properties can only be accessed from a single driveway. At properties where two access driveways exist, one entire driveway will be constructed at a time.
Risk 4:	Prices are escalating for both concrete and asphalt materials. Concrete and asphalt account for the largest material costs associated with this project. Rising concrete and asphalt prices represent a large risk to the project budget.
Solution:	We have negotiated a purchase agreement for fixed asphalt and concrete material pricing for the duration of the project.
Risk 5:	Utility conflicts represent a negative risk to the project schedule.
Solution:	Blue Stake and pothole utilities upon award. Conflicting utilities will be exposed and the owner of the utility notified of the conflict.
Risk 6:	Vandalism of either equipment or newly place work can increase the risk of extending the project schedule.
Solution:	Fence the construction yard. Provide a watch person to prevent the defacing of newly place concrete.



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT C

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

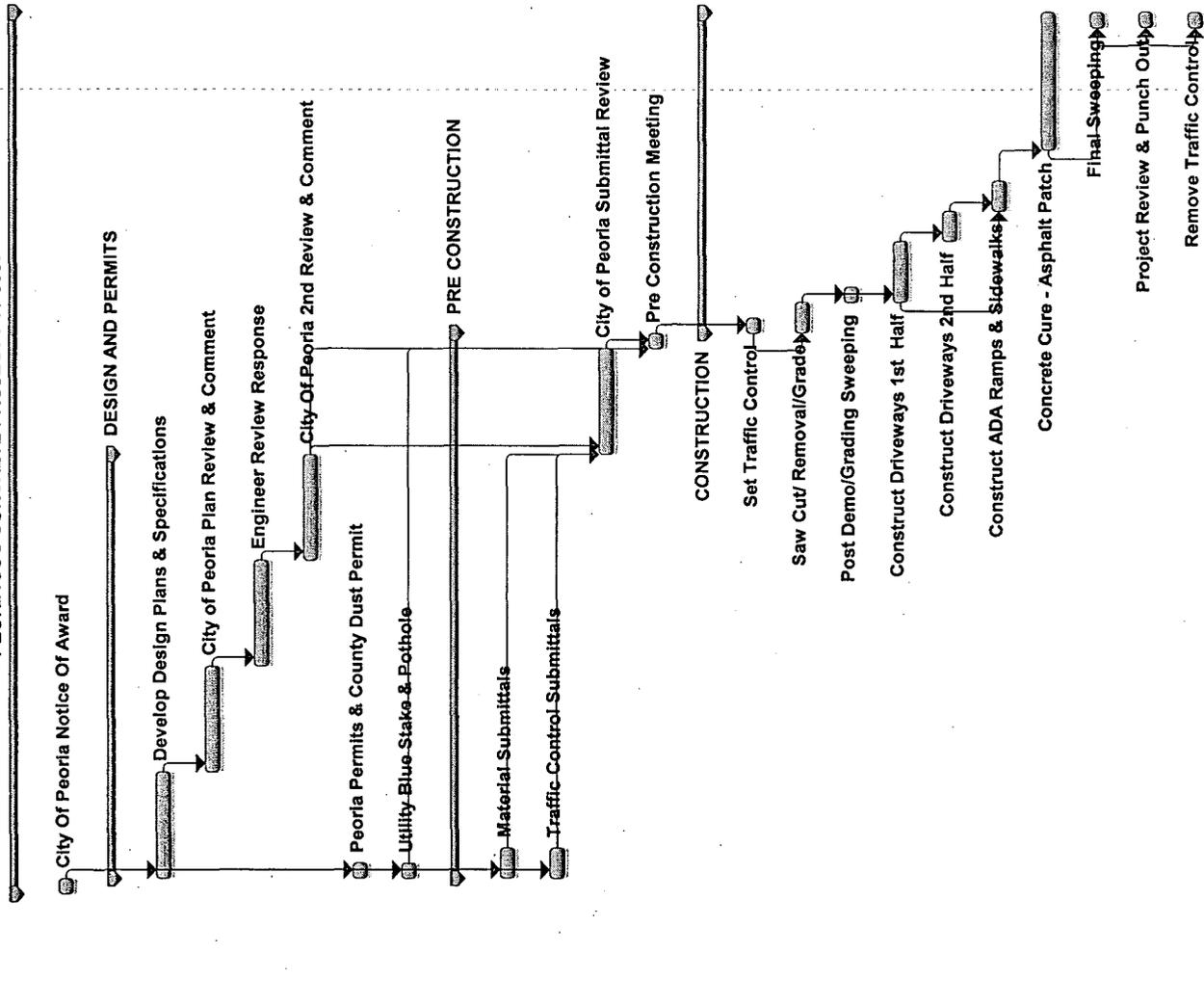
Item 1:	Ensuring the safety of pedestrians during construction by detouring pedestrian traffic to the sidewalk on the north side of Peoria Avenue at the 99 th Avenue and the New River bridge crosswalks.			
Impact:	Cost (\$)	No cost increase.	Schedule (Days)	No schedule impacts.
Item 2:	Alter work schedule to performed demolition and concrete at off peak hours to provide the least disruption to the normal activities of the adjacent properties.			
Impact:	Cost (\$)	No cost increase.	Schedule (Days)	No schedule impacts.
Item 3:	Provide signs within the traffic control identifying the access points to adjacent properties/businesses.			
Impact:	Cost (\$)	Cost increase of 1%.	Schedule (Days)	No schedule impacts.
Item 4:	All saw cutting, demolition, concrete placement and asphalt patching work will be self performed. Self performing most of the work will eliminate double overhead and mark-up incurred with subcontracting the work.			
Impact:	Cost (\$)	Cost decrease of 5%.	Schedule (Days)	Prevent schedule conflicts.
Item 5:	Identify conflicting utilities upon award, during design, to prevent delays to the construction schedule.			
Impact:	Cost (\$)	No cost increase.	Schedule (Days)	Reduce utility relocation delays.
Item 6:	Utilize high early concrete to reduce the closure time of access driveways for the adjacent property owners.			
Impact:	Cost (\$)	Cost Increase 4%.	Schedule (Days)	Reduce length of driveway closures.

PEORIA AVENUE - 99TH AVE TO NEW RIVER BRIDGE

May 5/1 5/8 5/15 5/22 5/29 6/5 6/12 6/19 6/26 7/3 7/10

PEORIA JOC CONCRETE PROJECT P11-0063

ID	Task Name	Duration
1	PEORIA JOC CONCRETE PROJECT P11-0063	42 days
2	City Of Peoria Notice Of Award	1 day
3	DESIGN AND PERMITS	20 days
4	Develop Design Plans & Specifications	5 days
5	City of Peoria Plan Review & Comment	5 days
6	Engineer Review Response	5 days
7	City Of Peoria 2nd Review & Comment	5 days
8	Peoria Permits & County Dust Permit	1 day
9	Utility Blue Stake & Pothole	1 day
10	PRE CONSTRUCTION	26 days
11	Material Submittals	2 days
12	Traffic Control Submittals	2 days
13	City of Peoria Submittal Review	5 days
14	Pre Construction Meeting	1 day
15	CONSTRUCTION	15 days
16	Set Traffic Control	1 day
17	Saw Cut/ Removal/Grade	2 days
18	Post Demo/Grading Sweeping	1 day
19	Construct Driveways 1st Half	2 days
20	Construct Driveways 2nd Half	2 days
21	Construct ADA Ramps & Sidewalks	2 days
22	Concrete Cure - Asphalt Patch	7 days
23	Final Sweeping	1 day
24	Project Review & Punch Out	1 day
25	Remove Traffic Control	1 day





STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT D

PROJECT DURATION SCHEDULE and SUBCONTRACTOR SELECTION PLAN

SUBCONTRACTOR SELECTION PLAN

The subcontractor selection plan associated with this project will conform to ARS 34-603. A minimum group of three qualified Arizona licensed subcontractors will be prequalified for the project in each category of work base on past experience with projects of a similar type and scope. Selection will be based on both qualifications and competitive pricing components. Below are the criteria to be utilized for selecting subcontractors.

- Depth and accuracy of scope with regard to the plans and specifications
- Past performance
- Company safety record
- Price competitiveness (tie breaker)

ATTACHMENT F
SIQ (P11-0075 – Step-Two)
See attached



REQUEST FOR PROPOSAL

Solicitation Number: P11-0075

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Fax: (623) 773-7118

REQUEST FOR PROPOSAL Final Listed Contractors Only STEP 2

JOB ORDER CONTRACTING
for

CONCRETE PROJECTS

P11-0075

Due Date: May 31, 2011, 5:00 PM Arizona Time

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



REQUEST FOR PROPOSAL

Solicitation Number: P11-0075

Materials Management
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9875 N. 85th Ave., 2nd Fl.
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Fax: (623) 773-7118

SECTION 1 – INTRODUCTION

1.1 Purpose

The City of Peoria Arizona is seeking proposals for Step-Two of the selection process from the Contractors on the Final List. It is the City's intent to select two (2) Contractors for a Job Order Contract (JOC). The contract period will be for a minimum of one (1) year with a maximum of four (4) one-year extensions.

Peoria's Capital Improvement Program identifies funding for the various projects in Fiscal Year 2011 in the amount of approximately **\$1,000,000**.

SECTION 2 – PROJECT DESCRIPTION

2.1 Description

The City of Peoria is seeking two (2) experienced and qualified General Commercial Contractors (Arizona State Registrar of Contractors), hereinafter referred to as the Contractor, to perform miscellaneous construction services, including limited pre-construction design services (i.e. professional services), and supply all labor, permits, equipment and materials, etc. necessary for the construction, renovation or replacement of concrete structures and surfaces, such as sidewalks, driveways and curbs, multi-use paths, handicap ramps, curb and gutter, valley gutters, catch basins, driveways, alley entrances, ADA -compliant handicap ramps, scuppers, handrails, pruning, relocation and removal of trees and other plant materials, completion of incidental work; such as, repair/restoration of landscape and irrigation systems, placement of decomposed granite/rock, application of pre-emergents and fencing installation and repairs for various projects to be determined.

The various City programs that are intended for this contract are the: Maintenance Program, Annual Sidewalk Program, Annual ADA Handicap Ramp Program, Community Works Program and Bicycle Development Plan, and the Peoria Trails Plan which aims to provide necessary infrastructure improvements for a safer walking and biking environment to pedestrians and improved street and alley infrastructure.

2.2 Project Information

The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors, architects/engineering professionals (professional services), and knowledge of JOC project delivery methods. The specific work associated with each job order shall be mutually agreed upon and issued by the City.

All construction shall conform to the latest version of the Uniform Standard Specifications for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Development Infrastructure Guide and Specifications and Standard Details, and the construction documents (plans and specifications) associated with each Job Order.

2.3 Additional Project Information

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



REQUEST FOR PROPOSAL

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Materials Management

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SECTION 3 –EVALUATION CRITERIA

3.1 Criteria and Weights

The City will evaluate contractors based on the overall value of each category. The selection committee will separately evaluate the technical proposal and the price proposal and will evaluate and score the technical proposal before opening the price proposal. Evaluation criteria are listed below:

TECHNICAL PROPOSAL	Points
Qualifications & Experience	25%
Approach	25%
PRICE PROPOSAL	
Price Sheet for Routine Maintenance and Repair	25%
JOC Pricing Worksheet for New Construction	25%
TOTAL	100%

3.2 Evaluation Criteria Requirements

3.2.1. Technical Proposal is limited to no more than 10 pages and shall include:

A. Cover Letter

- Include Company Name, Contact Name, Address, Phone Number and Email Address.

B. Qualifications & Experience

- Describe the Contractor's management and organizational abilities.
- Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.
- List the licenses held by the Contractor.

C. Approach to performing the required services

- Describe the contractor's project management approach including its perspective and experience on partnering, quality control, project scheduling, claims, dispute resolution, changes in the scope of work, and construction safety.
- Describe systems used for planning, scheduling, estimating, and managing construction.
- Describe how you intend to implement the subcontractor selection plan (previously submitted). Discuss the benefit that your subcontractor selection plan provides to the project.

3.2.2. Price Proposal shall include:

A. Price Sheet for Routine Maintenance and Repair

- Complete Price Sheet (Attachment A).

B. JOC Pricing Worksheet for New Construction

- Complete JOC Pricing Worksheet (Attachment B).
- Provide Overhead and Contractor's Fee as indicated by project size.
- Complete sample project information for a \$250,000 project. Materials, Other Costs, Subcontractor Costs, Engineer Services and Permits are actual cost and Labor Costs are unburdened.



REQUEST FOR PROPOSAL

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SECTION 4 – SELECTION PROCESS

4.1 Identification of Potential Best-Value

The JOC contractors will be selected as outlined in ARS 34-604. Scores from the Technical and Price proposal will be used to determine the final ranking order of the final listed contractors. The two (2) top selected contractors will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

If the City is satisfied with the two (2) potential best-value contractors, they will proceed to issue an award. If the City is not satisfied with the negotiations, the City may consider breaking off negotiations and selecting the next contractor on the final list for potential award as outlined in ARS Title 34.

SECTION 5 – SUBMITTAL REQUIREMENTS

5.1 Submittal Format

- The Technical proposal shall be submitted in a separate envelope and shall contain the information as indicated in Section 3.2.1.
- The Price Proposal shall be submitted in a separate envelope and shall contain the information as indicated in Section 3.2.2.

5.2 Submittal Instructions

- The RFP response must be submitted to the contact listed in Section 5.3. All documents should be on 8½" x 11", in black and white ink only. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed copies will be considered.
- The RFP response must be received by the date listed in Section 5.3.
- Five (5) copies of the Technical Proposal in a separate sealed envelope marked P11-0075, Technical Proposal and name of Contractor.
- Five (5) copies of the Price Proposal in a separate sealed envelope marked P11-0075, Price Proposal and name of Contractor.

5.3 Submittal Information and Date

- Submittal Information:
Attention: Lisa Houg, Contract Officer
RFP #: **P11-0075, Concrete Projects**
City of Peoria Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345
- RFP must be received by **5:00 p.m. (AZ time) on May 31, 2011.**

SECTION 6 – POST AWARD ACTIVITIES

6.1 Pre-Award

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



REQUEST FOR PROPOSAL

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

6.2 Project Assignments

Project Assignments shall start only after the issuance of the following:

- Agreed upon scope of work, schedule and total price for work
- Executed individual job order contract by contractor/City of Peoria
- Bonds and Insurance Certificates
- Notice To Proceed (NTP) issued by the City of Peoria

6.3 Weekly Reporting System

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

6.4 Post Project Evaluation

The City will evaluate the overall performance of the project team on an annual basis, (including, but not limited to: overall quality, on-time completion, no cost change orders, compliance to budget, no complaints, final results after the project has been completed, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used towards future City of Peoria projects.

SECTION 7 – GENERAL INFORMATION

7.1 Questions

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

Lisa Houg, Contract Officer
City of Peoria Materials Management
Lisa.Houg@peoriaaz.gov

7.2 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this RFP shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this RFP, at any time, in any venue, is strictly prohibited, except as described in section 7.1 above, and will be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an RFP or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the "Legal Arizona Workers Act."



REQUEST FOR PROPOSAL

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7.3 Protest Policy and Procedures

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

7.4 Attachments

- Attachment A – Price Sheet
- Attachment B – JOC Pricing Worksheet

7.5 Scoring and Ranking Submittals

The City of Peoria uses a simple linear data model to score and rank the contractors. The model uses raw data scores with a 1-10 rating, then normalizes those scores to a 100 point basis, then multiplies by the weighted percentage for the final score and ranking. Example: $9.7 = 97 \times 25\% = 24.25$.

Example:

The following data and tables are for informational purposes only. Based on the raw data and weights, Contractors A & C are identified as the highest ranked contractors (95.5 and 91.5 points out of 100 possible points).

No.	Criteria	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Weight
		Vendor A	Vendor A	Vendor B	Vendor B	Vendor C	Vendor C	
	TECHNICAL							
1	Experience & Qualifications	9.7	24.25	9.5	23.75	9.5	23.75	25%
2	Approach	9.3	23.25	8.7	21.75	9.3	23.25	25%
	PRICE							
3	Price Sheet	9.5	23.75	8.5	21.25	9.0	22.75	25%
4	JOC Pricing Worksheet	9.7	24.25	8.5	21.25	8.7	21.75	25%
			95.5		88.0		91.5	100%
	Final Ranking		1		3		2	
			Vendor A		Vendor B		Vendor C	



ATTACHMENT A PRICE SHEET (REVISED)

Solicitation Number: **P11-0075**

Materials Management Procurement

9875 N. 85th Avenue
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CONTRACTOR NAME: _____

Item	Description of material and/or services	Quantity	Unit	Unit Price
	REMOVALS to include cost for disposal of spoils			
1.	Remove Curb & Gutter	1-50	LF	\$ _____
	Remove Curb & Gutter	51-100	LF	\$ _____
	Remove Curb & Gutter	101+	LF	\$ _____
2.	Remove Sidewalk	1-25	SF	\$ _____
	Remove Sidewalk	26-200	SF	\$ _____
	Remove Sidewalk	201+	SF	\$ _____
3.	Remove Valley Gutter, Driveway & Apron	1-25	SF	\$ _____
	Remove Valley Gutter, Driveway & Apron	26-200	SF	\$ _____
	Remove Valley Gutter, Driveway & Apron	201+	SF	\$ _____
4.	Remove AC Pavement – 6” depth	1-25	SF	\$ _____
	Remove AC Pavement – 6” depth	26-200	SF	\$ _____
	Remove AC Pavement – 6” depth	201+	SF	\$ _____
	INSTALLATION (Class A Concrete)			
5.	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A)	1-50	LF	\$ _____
	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A)	51-100	LF	\$ _____
	Construct Vertical Curb & Gutter - 6" (MAG Detail 220A)	101+	LF	\$ _____
6.	Construct Roll Curb (MAG Detail 220C)	1-50	LF	\$ _____
	Construct Roll Curb (MAG Detail 220C)	51-100	LF	\$ _____
	Construct Roll Curb (MAG Detail 220C)	101+	LF	\$ _____
7.	Construct Ribbon Curb (MAG Detail 220B)	1-50	LF	\$ _____
	Construction Ribbon Curb (MAG Detail 220B)	51-100	LF	\$ _____
	Construction Ribbon Curb (MAG Detail 220B)	101+	LF	\$ _____
8.	Construct Sidewalk (5' W x 4" Thick)	1-25	SF	\$ _____
	Construct Sidewalk (5' W x 4" Thick)	26-200	SF	\$ _____
	Construct Sidewalk (5' W x 4" Thick)	201+	SF	\$ _____



ATTACHMENT A PRICE SHEET (REVISED)

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Item	Description of material and/or services	Quantity	Unit	Unit Price
9.	Construct Concrete Multi-Use Path (10'W x 4" Thick)	1-25	SF	\$ _____
	Construct Concrete Multi-Use Path (10'W x 4" Thick)	25 - 150	SF	\$ _____
	Construct Concrete Multi-Use Path (10'W x 4" Thick)	151 +	SF	\$ _____
10.	Construct Valley Gutter & Apron	1-25	SF	\$ _____
	Construct Valley Gutter & Apron	26-200	SF	\$ _____
	Construct Valley Gutter & Apron	201+	SF	\$ _____
11.	Construct Handrail (Safety Rail), per MAG Detail 145 and Specifications 520	1-25	LF	\$ _____
	Construct Handrail (Safety Rail), per MAG Detail 145 and Specifications 520	26-50	LF	\$ _____
	Construct Handrail (Safety Rail), per MAG Detail 145 and Specifications 520	51-100	LF	\$ _____
12.	Replace AC Pavement – 6" depth	1-25	SF	\$ _____
	Replace AC Pavement – 6" depth	26-200	SF	\$ _____
	Replace AC Pavement – 6" depth	201+	SF	\$ _____
13.	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp with Truncated Domes (Detail PE-241-1)	1	EA	\$ _____
14.	Remove Sidewalk Curb & Gutter and Construct Handicap Ramp without Truncated Domes (Detail PE-241-1)	1	EA	\$ _____
15.	Remove & Replace Frame & Grate and Top 6" of Concrete of Catch Basin (City of Phoenix Detail P-1569, Type M-1)	1-4	EA	\$ _____
16.	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (MAG Detail 270)	1-10	EA	\$ _____
	Adjust Valve Riser and Remove & Replace Concrete Ring around Valve (MAG Detail 270)	10-50	EA	\$ _____
17.	Adjust Manhole & Replace Concrete Ring around Manhole (MAG Detail 270)	1-10	EA	\$ _____



ATTACHMENT A PRICE SHEET (REVISED)

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Item	Description of material and/or services	Quantity	Unit	Unit Price
	Adjust Manhole & Replace Concrete Ring around Manhole (MAG Detail 270)	10-50	EA	\$ _____
18.	Asphalt Saw Cutting – 6” depth	1-25	LF	\$ _____
	Asphalt Saw Cutting – 6” depth	26-200	LF	\$ _____
	Asphalt Saw Cutting – 6” depth	201-500	LF	\$ _____
	Asphalt Saw Cutting – 6” depth	501-1000	LF	\$ _____
19.	½ Sack Slurry Backfill (CLSM)	1-50	CY	\$ _____
	½ Sack Slurry Backfill (CLSM)	50-200	CY	\$ _____
	½ Sack Slurry Backfill (CLSM)	201-500	CY	\$ _____
	½ Sack Slurry Backfill (CLSM)	501-1000	CY	\$ _____
20.	Remove & Replace Commercial Driveway	500-1000	SF	\$ _____
21.	Remove & Replace Residential Driveway	1-250	SF	\$ _____
	Remove & Replace Residential Driveway	251-500	SF	\$ _____
22.	Furnish & Install 4” Bollard Post, per MAG Detail 140	1	EA	\$ _____

Items for Routine Maintenance & Repair not included on this Price Sheet shall be offered at Cost plus _____%.

All line items are Lump Sum and are inclusive of all materials, labor, equipment, and subcontractor costs.

P11-0075

ATTACHMENT B - JOC PRICING WORKSHEET (REVISED)

Company Name:

Pricing for Individual JOC Contracts by size

DESCRIPTION	\$1.00 TO \$100,000		\$100,001 TO \$250,000		\$250,001 TO \$500,000		\$500,001 TO \$1,000,000	
	OVERHEAD	PROFIT (FEE)	OVERHEAD	PROFIT (FEE)	OVERHEAD	PROFIT (FEE)	OVERHEAD	PROFIT (FEE)
Materials*		0.00%		0.00%		0.00%		0.00%
Labor**		0.00%		0.00%		0.00%		0.00%
Equipment*		0.00%		0.00%		0.00%		0.00%
Other costs*		0.00%		0.00%		0.00%		0.00%
Subcontractor Cost*		0.00%		0.00%		0.00%		0.00%
Engineer Services*		0.00%		0.00%		0.00%		0.00%
Subtotal								
P&P Bonds		0.00%		0.00%		0.00%		0.00%
Insurance		0.00%		0.00%		0.00%		0.00%
Permits*		0.00%		0.00%		0.00%		0.00%
Total Cost (pre-tax)								
Taxes		5.915%		5.915%		5.915%		5.915%
Total with Taxes								
Contingencies								
Total Job Order Amount								

* Actual Cost

** Unburdened



ATTACHMENT C SPECIFICATIONS

Solicitation Number: **P11-0075**

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

REMOVALS - Items #1, 2, 3, 4, 20, 21

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all concrete valley gutters, aprons, sidewalks, driveways and AC pavement and other materials within the right-of-way which have been designated on the project plans or specified in the Special Provisions.

INSTALLATION - Items #5, 6, 7, 8, 9, 10, 11, 12, 13, 20, 21

Section 301.2 – Preparation of Subgrade

Sub-grade shall conform to the compaction and elevation tolerances specified for the material involved, shall be kept smooth and compacted, and shall be free of all loose and extraneous material when concrete is placed

With the exception of areas where compacted fills have been constructed as specified in the MAG Specifications, Section 211, in the areas where new construction is required, the moisture content shall be brought to that required for compaction by the addition of water, by the addition and blending of dry, suitable material or by the drying of existing material. The material shall then be compacted to the specified relative density.

Section 340 – Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveway and Alley Entrance

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley entrances shall be constructed in accordance with MAG Specifications and to the dimensions indicated on the plans and standard detail drawings and. Concrete curbs, gutters and sidewalks shall be constructed by the conventional use of forms, or may be constructed by means of an appropriate machine when approved by the Engineer.

Section 520 – Steel and Aluminum Handrails

Metal handrail shall consist of furnishing all materials and constructing handrail of steel or aluminum, including railing, posts, fittings and anchorages. Metal handrail shall be fabricated, installed and painted, when required, in accordance with the details Shown on the plans and these specifications

The railing shall be carefully erected, true to line and grade. Posts and balusters shall be vertical and parallel with the deviation from the vertical for the full height of the panel not exceeding 5/8 inch. After erecting the railing, any abrasions or exposed steel shall be repaired in accordance with Section 771 or Section 530.

Section 336 – Permanent Pavement Replacement

For the purpose of this item the contractor shall furnish the necessary labor, equipment and materials to construct the permanent pavement replacement. The existing asphalt pavement to be removed shall be



ATTACHMENT C SPECIFICATIONS

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **P11-0075**

sawcut to a neat, straight and smooth cut without damaging adjacent pavement that is not to be removed. See Item #18.

The placement of the permanent asphalt paving shall be in accordance with the specifications and in reasonably close conformity to the lines, grades, thicknesses and details indicated by the plans or as established by the Engineer. For the purpose of this item the contractor shall assume a total thickness of 6". The asphalt materials shall conform to Section 710 for the type specified. The specific required mix type shall be called out in the contract documents or as directed by the Engineer. For the purpose of this contract the applicant shall assume City of Phoenix -High Volume C-3/4 Concrete Asphalt Mix. All pavement replacement shall match gradation and thickness of the existing pavement. Pavement replacement shall be compacted to the same density specified for asphalt concrete pavements in Section 321. The Contractor shall furnish all labor, materials and equipment necessary for the construction of the pavement

Items #13 and 14 - Handicap Ramps with or without Truncated Domes

This item includes the removal of all necessary existing sidewalk, curb, gutter as identified on the construction plans and specifications and the installation of the handicap ramp(s) with or without truncated domes also as indicated on the construction plans and specifications.

Unless otherwise specified the Contractor shall backfill behind the curbs, sidewalk or sidewalk ramps with soil native to the area to the lines and grades shown on the plans.

Truncated Domes (detectable warnings) shall not be measured for payment. Truncated Domes (detectable warnings) are considered integral to the walking surface that they form a part of and the cost is included in the related pay item.

Item #15 - Remove and Replace Top of Catch Basin(s)

At certain locations through the City of Peoria semi-trucks making turning movements are unable to make the turn and are driving over the top of existing catch basins. In most instances this situation occurs at commercial driveways. When the catch basin is damaged it becomes a major liability. For the purpose of this item the contractor shall provide all of the equipment, labor and materials to remove the damaged portion catch basin and grate and replace the catch basin and grate. For the purpose of this item it is assumed that the catch basin will be a City of Phoenix Detail P-1569, Type M.

Items #16 and 17 - Adjustments

For the purpose of this item the Contractor shall furnish all labor, materials, and equipment necessary to adjust all frames, covers and valve boxes as indicated on the plans or as designated by the Engineer. The frames shall be set to grades established by the Engineer, in a manner specified by the construction plans and specifications

For the purpose of this item the contractor shall backfill the area of excavation surrounding each adjusted manhole, inlet, and valve box and compact in accordance to MAG Details and Specifications. The contractor shall also remove and replace the ductile iron riser pipe with suitable length for depth of cover



ATTACHMENT C SPECIFICATIONS

Solicitation Number: **P11-0075**

Materials Management Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

required to establish the adjusted elevation to accommodate actual finish grade. Reinstall in-kind adjustable valve box and riser piping plumbed in vertical position. After the valve box has been set, aligned, and adjusted so that top lid is level with final grade, pour the concrete pad around valve box. Center valve box horizontally within concrete slab.

Section 3.05 - Backfill

The Contractor shall assume the old frames, covers and valve boxes will be reinstalled, in accordance with standard detail drawings.

The Contractor also shall be responsible for the careful identification and location of all utility devices requiring adjustment within the new pavement section, including manholes, water values, sewer clean-outs, vaults, etc. These devices shall be referenced by the use of swing ties with appropriate supplemental survey data.

Item #18 – Saw Cutting

For the purpose of this item the contractor shall furnish the labor, equipment and materials to saw cut the limits of the excavation to the thickness as designated on the construction plans and specifications. For this item the contractor shall assume a minimum depth of 6". Final pavement saw cuts shall be straight and provide clean, solid, vertical faces free from loose material.

Item #19 – Controlled Low Strength Material (CLSM)

For the purpose of this item the contractor shall furnish all labor, materials, and equipment necessary to place CLSM as backfill material at the locations shown on the construction plans and per specifications, specifically around concrete and other rigid pipes.

Item #22 – Installation of Bollard Posts

For the purpose of this item the contractor shall furnish and install a 4" diameter steel guard post bollard in accordance with MAG Detail 140. The actual number of bollard posts to be installed shall be in accordance on the construction plans and specifications. For the purpose of this item the contractor shall assume the bollard is to be buried to a minimum depth of 30" and be exposed above grade to a height of 36".



SOLICITATION AMENDMENT

Materials Management Procurement

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

Solicitation No: P11-0075
Description: JOC for Concrete Projects (Step-Two)
Amendment No: One (1)
Solicitation Due Date: June 1, 2011
Solicitation Due Time: 5:00 p.m.

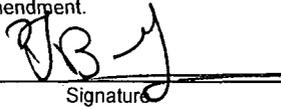
Buyer: Lisa Houg, CPPB

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

The Solicitation Due Date is hereby changed from May 31, 2011 to June 1, 2011.
The Solicitation Due Time remains 5:00 p.m.

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

Vendor hereby acknowledges receipt and agreement with the amendment.



June 6, 2011

Signature Date

Tim Ginter Vice President

Typed Name and Title

DBA Construction, Inc.

Company Name

P.O. Box 63035

Address

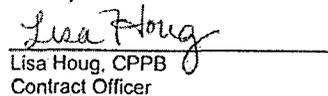
Phoenix AZ 85082-3035

City State Zip

The above referenced Solicitation Amendment is hereby Executed

May 18, 2011

at Peoria, Arizona


Lisa Houg, CPPB
Contract Officer



SOLICITATION AMENDMENT

Materials Management Procurement

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

Solicitation No: P11-0075
Description: JOC for Concrete Projects (Step-Two)
Amendment No: Two (2)
Solicitation Due Date: June 6, 2011
Solicitation Due Time: 5:00 p.m.

Buyer: Lisa Houg, CPPB

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

The Solicitation Due Date is hereby changed from June 1, 2011 to June 6, 2011.
The Solicitation Due Time remains 5:00 p.m.

In addition, Attachments A & B have been replaced and Attachment C, Specifications, has been added.

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

Vendor hereby acknowledges receipt and agreement with the amendment.


Signature

June 6, 2011
Date

Tim Ginter Vice President

Typed Name and Title

DBA Construction, Inc.

Company Name

P.O. Box 63035

Address

Phoenix

City

AZ

State

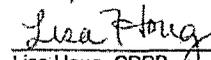
85082-3035

Zip

The above referenced Solicitation Amendment is hereby Executed

May 31, 2011

at Peoria, Arizona


Lisa Houg, CPPB
Contract Officer



SOLICITATION AMENDMENT

Solicitation No: P11-0075
 Description: JOC for Concrete Projects (Step-Two)
 Amendment No: Three (3)
 Solicitation Due Date: June 6, 2011
 Solicitation Due Time: 5:00 p.m.

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

Buyer: Lisa Houg, CPPB

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

Attachment A has been replaced to revise Items # 7, 8 and 15.

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

Vendor hereby acknowledges receipt and agreement with the amendment.

June 6, 2011

Signature Date

Tim Ginter Vice President

Typed Name and Title

DBA Construction, Inc.

Company Name

P.O. Box 63035

Address

Phoenix AZ 85082-3035

City State Zip

The above referenced Solicitation Amendment is hereby Executed

June 1, 2011

at Peoria, Arizona

Lisa Houg, CPPB
 Contract Officer

ATTACHMENT G
P11-0075 Proposal Response
See attached



PO BOX 63035
PHOENIX, AZ 85082-3035
PHONE 602-442-6767
FAX 602-442-0408

GENERAL ENGINEERING * CLASS A ROC 125006

June 6, 2011

To: City of Peoria
Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345-6560

Attn: Lisa Houg, Contract Officer

Re: Request For Proposal
Job Order Contract For
Concrete Projects
RFP#: P11-0075

Dear Ms. Houg:

DBA Construction, Inc., herein referred to as DBA, is pleased to submit the attached information in response to the City of Peoria for the Request for Proposal for the Concrete Projects Job Order Contract, due on June 6, 2011.

For your consideration the following information is presented regarding DBA and its Key Contact Person:

Company Information:	DBA Construction, Inc.
Street Address:	1833 S. 59th Ave., Phoenix, AZ 85043
Mailing Address:	P.O. Box 63035, Phoenix, AZ 85082-3035
Website:	www.dbaconstruction.net
Office Phone:	(602) 442-6767
Office Fax:	(602) 442-0408

Key Contact Person:	Mr. Tim B. Ginter, P.E.
	(602) 442-6767 office phone
	(602) 708-2893 cell phone
	timginter@dbaconstruction.net

We thank you for the opportunity to present our qualifications and look forward to being selected as one of the final contractors for this Concrete Projects JOC and the continued relationship with City of Peoria.

Sincerely,

Tim Ginter, P.E.
Vice President
DBA Construction, Inc.

CC: File

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B) QUALIFICATIONS & EXPERIENCE

MANAGEMENT AND ORGANIZATIONAL ABILITIES

DBA Construction, Inc. (DBA) is a locally owned General Engineering Construction Company that has been building quality projects across Arizona for over sixteen years. DBA's experience includes exposure to the heightened culture of professionalism, planning, execution, safety and quality of the nuclear power industry at Palo Verde Nuclear Generating Station (PVNGS). DBA has constructed a variety of unique projects ranging from transportation and security to water reclamation of differing size and scope. DBA incorporates those refined skills into all of its projects. Subsequently, we believe our abilities can improve the execution of the City of Peoria's projects.

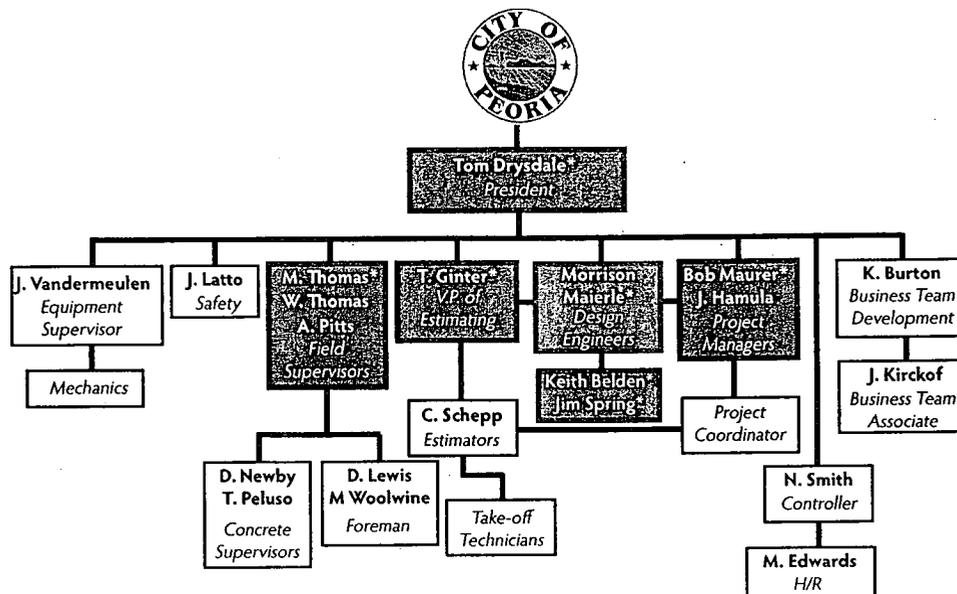
Additionally, after six years at PVNGS DBA has developed a relationship with all type of engineering firms. Morrison Maierle, Inc. will bring both design and surveying abilities to the project. DBA plans to integrate Morrison Maierle's expertise on those projects requiring either design or survey.

Finally, the diversity of experience obtained over the past 16 years has been recognized by ADOT's approval of DBA's performance for all classes of construction throughout Arizona.

With this experience, professionalism and diversity, DBA can reduce the City of Peoria's risk and provide cost effective projects to the Citizens of Peoria. The company is comprised of a team of professional constructors, PM's, PE's, and other support staff experienced in complete construction management with an immense amount of knowledge and expertise in alternative delivery project methods that include the following:

The following summarizes our management approach and organizational abilities:

- **Empowerment:** DBA empowers its Field Supervisors with full authority to make project decisions regarding all on-site conditions and changes that may need to be addressed on-site, which is possible due to the high level of experience of the Supervisory staff.
- **Continuity:** Bob Maurer (Project Manager), Mark Thomas (Project Superintendent), and Tim Ginter, P.E. (Project Estimator) have been working together on numerous projects for the past five years and are very familiar with their roles on a project of this type.
- **Support:** The company principals (Tom Drysdale, President, and Tim Ginter, P.E., Vice President) will be directly involved to support the project as needed.
- **Planning:** Deciding what needs to be done in the future covering today, next week, and next year.
- **Organizing:** Making optimum use of available resources required to complete the plan.
- **Staffing:** Analyzing work, recruitment, and hiring skilled tradesmen for appropriate work activities.
- **Leading and Directing:** Determining what needs to be done in a situation and getting people to do it.
- **Controlling and Monitoring:** Checking progress against plans and schedules.
- **Motivation:** Creating a safe and friendly work environment where employees can share their ideas and trade skills.



*Key Personnel

QUALIFICATIONS AND EXPERIENCE OF KEY PEOPLE

Mr. Bob Maurer, Project Manager

Similar Projects:

1. ADOT – Urban Freeway Safety Improvements and Upgrades
2. Maricopa County Department of Transportation - Dysart Road Bridge & Sidewalks

Bob's role on the listed projects was as Project Manager. He used detailed project scoping as well as applicable job specifications to develop a comprehensive work schedule. He always strived for fast response and being able to meet the customer's timelines. On a JOC type project, Bob would always visit the site with owner for joint scoping. He would then check "as-builts" if available, gathering information to document existing conditions. Next, he would verify site access and surrounding areas, contact blue stake to mark utility conflicts, and pothole for utilities when necessary. Bob would obtain the proper permit and inform any businesses and/or homeowners in the affected areas. Finally, a job specific job hazard analysis (JHA) was generated to help familiarize all involved team members of any and all job potential hazards.

Mr. Mark Thomas, Superintendent

Similar Projects:

1. ADOT – Urban Freeway Safety Improvements and Upgrades
2. Pinal County Schnepf Road Bridge – Street & Sidewalk Improvements

Mark's role on the listed projects was as Project Superintendent, which involved safely constructing the work in accordance with project plans and specifications, coordinating and managing all site operations, and working closely with the owners as well as subcontractors. Mark was also responsible for anticipating any problems or issues that may have come up so they could be addressed before becoming project impacts. The comparable projects listed involved asphalt milling, asphalt crack sealing, remove and replace curb & gutter, earthwork, asphalt paving, electrical upgrades and underground piping.

Mr. Tim Ginter P.E., Chief Estimator

Similar Projects:

1. ADOT – Urban Freeway Safety Improvements and Upgrades
2. Paradise Valley/Lincoln Drive – Street & Sidewalk Improvements

Tim's role on the projects was as Project Estimator and Sponsor, which involved pricing the work scope and any additional work requested by the owner. He participated in pre-construction coordination, assisting with scope and working on the subcontractor selections, while assisting the project team with any issues that came up during the project.

Name	Years With DBA	Years In The Field	Name	Years With DBA	Years In The Field
Mr. Bob Maurer <i>Project Manager</i>	5	30	Mr. Tim Ginter, P.E. <i>Chief Estimator</i>	11	25
Mr. Mark Thomas <i>Superintendent</i>	11	40	Mr. Tom Drysdale, <i>Resource Director</i>	16	30

Engineering/Design Team Members

Morrison Maierle, Engineering

Keith Belden
PE, PLS, Principle Engineer

Jim Spring
PLS, Principle Engineer

DBA Construction has formed a local team that is versed in JOC projects. This team will deliver on factors that are critical to project completion. Morrison-Maierle Inc. is a civil engineering, planning and survey firm, working in Arizona for over 25 years. Morrison-Maierle creates and engineers solutions that are flexible and efficient, and responsive to your budgetary and operational needs. Morrison-Maierle also offers the City of Peoria the efficiency of a medium-sized, local civil engineering firm that has experience in on-call engineering programs and JOC projects.



LICENSES HELD

- Arizona Contractor's License # ROC 125006 A held by Mr. Thomas Drysdale
- Arizona Professional Engineer (Civil) License 37288 held by Mr. Tim Ginter
- Federal Small Business Administration Certifications P0999017, held by DBA Construction Inc.

SIMILAR JOC PROJECTS PERFORMED BY DBA

Project Name: Palo Verde Nuclear Generating Station Water Reclamation Sludge Landfill Road

Scope of Work:

- Graded existing roadway for drainage
- Constructed new entrance into landfill
- Placed 6500 tons of GSA

Site Location:

5801 S. Wintersburg Road, M.S. 7990
Wintersburg, AZ 85354, 7529

Project Value: \$162,500

Location: Wintersburg, AZ

Owner/Developer: Arizona Public Service

Role: JOC Contractor

Start/Completion: Oct. 2008 - November 2008

Project Name: Tournament Players Club Stadium Course

Project Value: \$36,551

Location: Scottsdale, AZ

Owner/Developer: Tournament Players Club

Role: JOC Contractor

Start/Completion: October 2008 - Present

Scope of Work:

- Replaced damaged concrete walks, curbs, driveways, ramps on an as needed basis.

Site Location:

17020 North Hayden Road
Scottsdale, AZ 85255

Project Name: Palo Verde Nuclear Generating Station Elliot Road Construction Entrance

Scope of Work:

- Obtained MCDOT Permits
- Graded existing roadway for drainage
- Graded drainage ditches
- Constructed R/R crossing
- Placed 900 tons of GSA
- Placed 280 tons of asphalt

Site Location:

5801 S. Wintersburg Road, M.S. 7990
Wintersburg, AZ 85354, 7529

Project Value: \$154,500

Location: Wintersburg, AZ

Owner/Developer: Arizona Public Service

Role: JOC Contractor

Start/Completion: August 2007 - September 2007

C) APPROACH TO PERFORMING SERVICES**PROJECT MANAGEMENT APPROACH**

DBA firmly believes the key to successful projects is a well organized management team that understands the importance of open and timely communications. Our experienced and knowledgeable staff anticipates issues and resolves them for the project stakeholders. Some of the steps our team uses are listed below:

Pre-Construction Phase:

- Review Job Hazard Analysis with construction team.
- Understanding the stakeholders expectations.
- Identify the stakeholders.
- Develop and review a detailed project scope.
- Consult Morrison Maierle (Design Engineer) if required.
- Select Subcontractors.
- Conduct an internal (with subcontractors) pre-bid meeting.
- Review lessons learned from prior jobs.
- Establish a thorough estimate.
- Develop a comprehensive and realistic schedule.
- Review scopes, estimates and schedules internally.
- Submit the project estimate and schedule to the owner. (City of Peoria)
- Finalize the job hazard analysis.
- Conduct an internal pre-construction meeting.
- Notify stakeholders.
- Begin construction phase.

Construction Phase:

- Review Job Hazard Analysis with construction team.
- Conduct pre-activity meetings with subcontractors and suppliers prior to their work activities.
- Monitor the project for safety, quality and progress.
- Provide weekly updates on progress, safety and quality control measures.

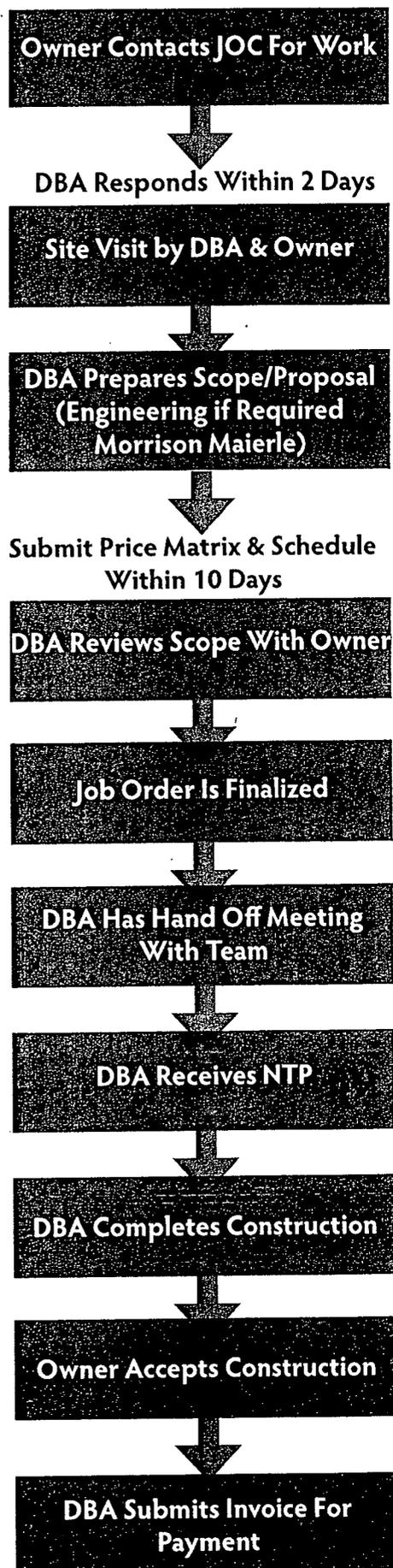
Project closeout phase:

- Submit all final reports.
- Conduct lessons learned meeting.

Partnering

Collaborative teamwork that achieves measurable results through agreements and productive working relationships is more important today than ever before. DBA recognizes the importance of the partnering approach by:

- Identifying stakeholders during the scoping phase of the project.
- Developing a detailed scope, identifying wants and needs at the beginning stages of the project which will eliminate any surprises during construction.
- Open communications in the early stages of a project helps process the timely flow of accurate information.



Quality Control

A comprehensive Construction Quality Control Program will be developed specifically for this JOC project in complete accordance with the project requirements. The program will address the following topics:

- Project requirements, project specifications and owner expectations.
- Quality control and workmanship planning.
- Submittal of standard mix designs & material data.
- Quality control testing procedures, frequencies and responsibilities.
- Pre-Activity Meetings.
- Coordination with quality assurance Requirements.
- Timely document control and management.

Project Scheduling

The scheduling process begins with understanding the work scope and the stakeholders time requirements. The following steps are crucial in the development of a comprehensive project schedule:

- Itemized work activities and their interdependencies and durations.
- Include lead time for material procurement.
- Develop overall project schedule.
- Allocate appropriate resources to complete the project on or ahead of time.
- Develop and share overall project schedule identifying start and finish dates with all the stakeholders.
- Furnish 3-week look ahead schedules on a weekly basis to help coordinate QC, survey, traffic control and City of Peoria inspections.

Claims

DBA's meticulous development and communication of both the project scope and schedule to the stakeholders eliminates most potential for claims and disputes. Due to the dynamic environment in which construction takes place occasionally an issue surfaces. We resolve any issue arising from a project through the following steps:

- Immediate identification of issue and notification of all stakeholders of the potential issue.
- Adjust project schedule to mitigate further project disruption resulting from the issue.
- Offer stakeholders practical options for resolving the issue.
- Provide the most cost effective and least time consuming proposals to the stakeholders.
- Ensure a result which satisfies all stakeholders.

DBA's, combination of a thorough scope, accurate schedules and above all else fair and honest dealings on many complex projects has facilitated long term relationships with owners such as the Tournament Players Club of Scottsdale and Arizona Public Service.

Dispute Resolution

DBA strongly believes in open and honest communication, without hidden agendas. Confirming the level of decision making along with agreeing to a time limit for solutions will help facilitate a swift resolution. It is never desirable for disputes to arise in a construction contract. When such conditions do present themselves, DBA believes that the best policy is to have an established process for resolving disputes from the start of the project by:

- Identify the issue, clarifying the issue and its source with the owner.
- Determine the magnitude of the issue.
- Revisit project scope, if necessary.
- Submit a list of proposed solutions.
- Come to mutually agreeable resolution.

Changes in Scope of Work

Previously, the thoroughness of DBA's initial scopes of work has prevented the need for revisions, however, DBA is well adapted to the fluid nature of a construction project and has the ability to adjust on the fly should the owner change or add to the project scope. DBA's familiarity with complex projects has resulted in an ability to seamlessly incorporate changes in the scope of work into a project currently under construction. This process includes utilizing the following steps:

- Notify all stakeholders and team members of the change in the scope of work.
- Review the changes in the scope of work in relationship to the original scope of work.
- Make immediate modifications to the schedule where the original work conflicts with work proposed in the change of scope.
- Identify any materials within the change in scope which may have long lead times.
- Incorporate the change of scope into the project schedule.
- Adjust resources if needed.
- Adjust the project schedule to facilitate a smooth transition from the interface of the original work to the work included in the change of scope.
- Provide the most cost effective and least time consuming proposals to the stakeholders.

Safety

DBA provides a safe and environmentally clean work site for: Pedestrians, Workers, Traffic & Businesses. The standard is the same for all projects undertaken by the firm and accomplished by:

- Develop project specific JHA (Job Hazard Analysis) by:
 - » Identify the key steps in the project.
 - » Look for relationships between the task and physical or mechanical hazards that may exist.
 - » Use HPT's (Human Performance Tools) (task review, pre-job brief, two-minute drill) to help identify hazards in the project.
 - » Use previous operating experience to identify prior events that can eliminate or prevent a reoccurrence.
 - » Use the JHA and HPT's in conducting your job specific pre-job briefing.
- Proper safety practices, including a well-established accident prevention program.
- Conduct onsite weekly safety meetings.

As a result of our safety practices, DBA was honored with the **Certificate of Achievement in Safety Award** by the United States of America Department of Labor's **Sentinels of Safety Program**.

DBA employs construction professionals and is proud to retain a core group of qualified and technically skilled staff. The company requires a drug-free and safe work environment and each employee is subject to the following pre-employment protocol and continuous training:

- | | |
|-------------------------------|-----------------------------|
| • E-Verify | • JHA (Job Hazard Analysis) |
| • Seven Year Background Check | • Two Minute Drills |
| • Drug & Alcohol Testing | • OSHA Competent Personnel |
| • New Hire Orientation | • MSHA Part 46 |
| • New Employee Mentoring | • CPR & First Aid |
| | • Continuous Training |

With several similar JOC projects safely completed on-time and within budget over the past eight years and with our tenured and knowledgeable staff, DBA is the best contractor for this Concrete Projects JOC for the City of Peoria.

SYSTEMS USED FOR PLANNING, SCHEDULING, ESTIMATING, AND MANAGING CONSTRUCTION

In order to facilitate a successful project, DBA places a heavy emphasis on our systems, processes, resources, and technology to ensure efficiency, accountability, document control and backup. The systems that DBA use include:

- Autocad (engineering)
- Roctek (takeoffs)
- Trimble GPS (survey control)
- PDA's & Laptops (management)
- Digital Cameras (documentation)
- HCSS Heavy Bid (bidding)
- Microsoft Project (scheduling)
- Suretrack (scheduling)
- Computerease (accounting)
- Microsoft Office (document)

SUBCONTRACTOR SELECTION PLAN IMPLEMENTATION

DBA has a long-standing culture of managing subcontractor selections in an ethical and fair manner to benefit the quality and cost of the project. The firm will select subcontractors and suppliers for this JOC through a project specific prequalification based on performance history, license status, safety record, bondability, insurability, financial status, conforming to ARS 34-603, as follows:

Step I - Qualifications Based Selection

- Prepare a project-specific RFQ that includes criteria related to experiences with safety procedures, project understanding, schedule and approach to the work, and how their past performance with similar projects will benefit the project. Approve a group of three to five qualified subcontractors for each work category.

Step II - Competitive Price Proposal

- Distribute drawings, specifications and work scope for each work element to the group of approved qualified bidders. Once the Price Proposals for the work have been received by DBA, analyze the scopes to verify that all required items have been included, then consider the pricing from each subcontractor. If necessary, ask for clarifications on work scopes. Evaluate the scope and pricing components and chose the subcontractor that brings the best value to the project.

In certain circumstances, such as in the situation where a very unique or specific subcontractor scope of work is required, the selection could be made on qualifications alone, but in no case will a subcontractor be selected solely based on pricing.

Subcontractors represent a major component of a project's risk. As the JOC firm, we have a responsibility to identify and manage all risk on a project; thereby the subcontractor selection plan will benefit the project by using this process which will guarantee quality performance at a fair price. Our proactive management of this risk, beginning with the selection process, will assist the project's overall quality and duration.

MATERIAL ACQUISITION PLAN

The majority of the materials that will be needed for this project consist of concrete and asphalt, which will be required for the curb, sidewalk, driveway, and road surface replacements. Since the duration of this phase of the project is one year, there is a possibility of concrete and asphalt material price escalation and potential vender instability. With the goal of eliminating the risk of price escalations and supplier uncertainty, DBA has locked in concrete and asphalt material prices from 2 material vendors for a period of one year.

Additionally, the DBA estimating and management staff has been working in the Phoenix area market for over 23 years and in that time has established good working relationships with local suppliers and subcontractors. DBA will be bringing the benefits of these long term relationships to the City of Peoria JOC for Concrete Project.

ATTACHMENT H
Authorized Signature Form
See attached

City of Peoria JOC

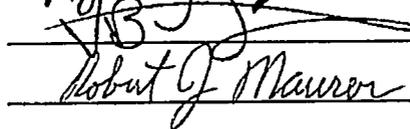
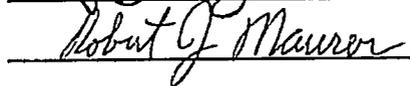
Authorized Signature Form

Whereas, **DBA Construction, Inc.**, an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

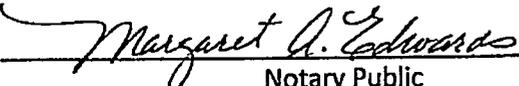
Now, therefore, be it resolved, by the board of directors of **DBA Construction, Inc.** that **Tim Ginter, Thomas Drysdale, and Robert Maurer** be authorized to execute and sign documents on behalf of said corporate the following documents:

- 1) The Proposal
- 2) The Contract
- 3) The Bond
- 4) Payrolls
- 5) Supplemental Agreements
- 6) Extension of Time
- 7) Change Orders
- 8) Subcontracts
- 9) All other papers necessary for the conduct of the corporation's affairs and the execution of this contract.

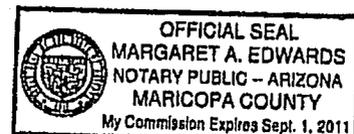
The powers and duties herein granted shall be and is hereby granted for the duration of the contract for construction work associated with the City of Peoria JOC work, or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Signatures of Persons Authorized To Sign	Title	Document No.
	President	1,2,3,4,5,6,7,8,9
	Vice President	1,2,3,4,5,6,7,8,9
	Project Mgr.	6,7,8,9

This instrument was acknowledged before me this 13th day of July, 2011 by the persons signed above appearing before the undersigned Notary Public, and the state that they executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.


Notary Public

My Commission Expires: Sept. 1, 2011



ATTACHMENT I
Contractor Contact List
See attached

City of Peoria JOC

DBA Construction, Inc.

P.O. Box 63035

Phoenix, Az. 85082-3035

Phone: 602-442-6767

Fax: 602-442-0408

Contact List:

- 1) Bob Maurer**
Project Manager
Cell Phone: 602-315-9844
email: bobmaurer@dbaconstruction.net

- 2) Mark Thomas**
Superintendent
Cell Phone: 602-708-1521
email: mthomas@dbaconstruction.net

- 3) Tim Ginter**
Chief Estimator
Cell Phone: 602-708-2893
email: timginter@dbaconstruction.net

- 4) Craig Schepp**
Estimator
Cell Phone: 602-708-1522
email: craigs@dbaconstruction.net

- 5) Tom Drysdale**
Resource Director
Cell Phone: 602-708-2899
email: tomdrysdale@dbaconstruction.net