

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
J. BANICKI CONSTRUCTION, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this            day of           , 20   , between the City of Glendale, an Arizona municipal corporation (the "City"), and J. Banicki Construction, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On November 1, 2013, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the City of Peoria Job Order Contract P14-0018A ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was November 19, 2013, until the date the contract expires on November 30, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond November 19, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until November 19, 2017. The City Manager or designee, however, may renew the term of this

Agreement for 1 one-year period periods until the Cooperative Purchasing Agreement expires on November 19, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Two Hundred Eighty-Eight Thousand Five Hundred Eighty and 50/100 dollars (\$288,580.50) annually.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Wade Ansell  
5850 West Glendale Avenue, Suite 315  
Glendale, Arizona 8530  
623-930-

and

J. Banicki Construction, Inc.  
c/o Don Davis  
~~6423 South Ash Avenue~~  
~~Tempe, Arizona 85283~~

4720 E. Cotton Gin Loop Ste 240  
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

"Contractor"

J. Banicki Construction, Inc.,  
an Arizona corporation

By:

Mike A  
Name: Michael Abraham  
Title: President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
J. BANICKI CONSTRUCTION, INC.**

**EXHIBIT A**

Job Order Contract for Bridge Maintenance and Repair - ACON 54613A  
Contract Amendment to extend term to November 30, 2015  
Contract Amendment to extend term to November 30, 2016  
Contract Amendment to extend term to November 30, 2017



# CONTRACT AMENDMENT

Solicitation No. P14-0018A

Page 1 of 1

Description: Bridge Maintenance & Repair

Amendment No. Three (3)

Date: 9/12/16

## Materials Management Procurement

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

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/2016. The contract is being renewed and the new contract term is: 12/1/2016 – 11/30/2017.

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

Mike Abraham 11/9/16  
Signature Date

Mike Abraham, President

J. Banicki Construction, Inc.

4710 E. Cotton Blvd. Ste. 240  
6423 S. Ash Ave.  
Address

Typed Name and Title

Company Name

Phoenix  
Tempe  
City

AZ  
State

85240  
86283  
Zip Code

Attested By:

Rhonda Geriminsky  
Rhonda Geriminsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

ACON54613C  
Contract Number

Andrew Granger  
Director: Andrew Granger, Engineering Director

Ben Wilson  
Project Manager: Ben Wilson, Civil Engineer

Approved as to Form:

Chengfa Bo  
City Attorney

The above referenced Contract Amendment is hereby Executed:

Nov. 23 . 2016 . at Peoria, Arizona

Dan Zenko  
Dan Zenko, Materials Manager



## CONTRACT AMENDMENT

Solicitation No. P14-0018A

Page 1 of 1

Description: Bridge Maintenance & Repair

Amendment No. Two (2)

Date: September 30, 2015

### Materials Management Procurement

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

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 11/30/2015. The contract is being renewed and the new contract term is: 12/1/2015 – 11/30/2016.

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

Signature

Date

Mike Abraham, President

J. Banicki Construction, Inc.

Typed Name and Title

Company Name

6423 S. Ash Ave.

Address

Tempe

City

AZ

State

85283

Zip Code

Attested By:

Rhonda Geriminsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

ACON54613B

Contract Number

Director: Andrew Granger, Engineering Director

Project Manager: Ben Wilson, Civil Engineer

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

Oct. 22, 2015 at Peoria, Arizona

Dan Zenko, Materials Manager

A CON 5 4 6 1 3 B



# CONTRACT AMENDMENT

Solicitation No. P14-0018A

Page 1 of 1

Description: Bridge Maintenance & Repair

Amendment No. One (1)

Date: October 27, 2014

## Materials Management Procurement

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

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 11/30/2014. The contract is being renewed and the new contract term is: **12/1/2014 – 11/30/2015.**

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

  
Signature

10-28-14  
Date

Mike Abraham, President  
Typed Name and Title

J. Banicki Construction, Inc.  
Company Name

6423 S. Ash Ave.  
Address

Tempe  
City

AZ  
State

85283  
Zip Code

Attested By: Chris Wittrock - Controller

Rhonda Geriminsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

ACON54613A  
Contract Number

  
Director: Andrew Granger, Engineering Director

Ben Wilson  
Project Manager: Ben Wilson, Civil Engineer

Approved as to Form:

Stephen M. Kemp  
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

Nov. 13, 2014 at Peoria, Arizona

Dan Zenko  
Dan Zenko, Materials Manager



# City of Peoria, Arizona Job Order Contract



Statement of Qualifications No

P14-0018A

Job Description

Bridge Maintenance & Repair

Location City of Peoria, Materials Management

Contact Lisa Houg CPPB

Mailing Address 9875 N 85<sup>th</sup> Ave 2<sup>nd</sup> Fl. Peoria AZ 85345

Phone (623) 773 7115

## OFFER

J Banicki Construction, Inc

Contractor's

License Number ROC091410

Job Order Contractor Name

Authorized Signature for Offer

6423 S Ash Ave

Mike Abraham

Address

Printed Name

Tempe AZ 85283

President

City

State Zip Code

Title

480-921-8016 / 480-921-9456

Mabraham@banicki.com

Telephone / Facsimile

Email Address

## 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.

Accepted by

Rhonda Genninski City Clerk

City of Peoria, Arizona

Eff Date

Approved as to form

Stephen M. Houg City Attorney

Awarded on

Dan Zenko Materials Manager



City Seal

CC

ACON54613

Contract Number

Official File



**JOB ORDER CONTRACT**



**P14-0018A**

**Bridge Maintenance & Repair**

**CONTRACT FOR CONSTRUCTION**

**JOB ORDER CONTRACT AGREEMENT**

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## **JOB ORDER CONTRACTING**

## **CONTRACT**

THIS CONTRACT is entered into and made effective the 1<sup>st</sup> day of November, 2013, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and J Banicki 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" JOC Pricing Matrix, Attachment "B" Project Cost Proposal Sheet, and in Attachment "C" Scope of Services both of which are incorporated herein and made a part hereof

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

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

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

**1.9 Reference Standards**

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

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

**1.9.3** 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 *Attachment "A"* (JOC Pricing Matrix) and in *Attachment "B"* (Project Cost Proposal Sheet), *Attachment "C"* (General Scope of Services), *Attachment "D"* (SIQ), and *Attachment "E"* (Proposal Response), all of which are incorporated herein and made a part hereof

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

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

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

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

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

**3 2 2. Self-Performance By The Job-Order-Contractor** The JOC shall be allowed to bid as a subcontractor for work over \$50,000 and, if it is the lowest acceptable bidder Any change orders for self-performed work shall require pre-approval by the owner

**3 2 3. Outdoor Construction Restrictions** Peoria Ordinance No 98-11 restricts outdoor construction as listed in the following table

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

**3 2 3 1** No interference with the traffic flow on arterial streets shall be permitted during the hours of 6 00 a m to 8 30 a m or from 4 00 p m to 7 00 p m unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee Specific work hours may be stipulated by the City of Peoria on the project barricade plan

**3 2 3 2** During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes

**3 2 3 3** Night work must have prior authorization from the City In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis

**3 2 4 Jobsite Superintendent** During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor

**3 2 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 7 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 7 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 7 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 7 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 7 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 7 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 safety All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov

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

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

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

**3.2.7.10** 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

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

**3.2.7.12** 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

**3.2.7.13** 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

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

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

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

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

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

## **5 MATERIAL AND WORKMANSHIP**

**5.1 Suitability of Material and Equipment** All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed

as limiting competition Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications

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

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

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

## **6 SITE CONDITIONS**

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

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

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

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

6.1.4 The visible conformation and conditions of the ground, and

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

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

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

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

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

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

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

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

## **7. JOB ORDER SCHEDULES**

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

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

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

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

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

**7.3 Progress Report** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to

improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

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

## **8 INSPECTION OF CONSTRUCTION AND ACCEPTANCE**

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

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

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

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

**8.2.3.** Constitute or imply acceptance, or

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

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

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

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



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

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

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

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

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

## **9 INVOICING AND PAYMENT**

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

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

City of Peoria  
8401 W Monroe St  
Peoria, AZ 85345

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

**9.4 Retention** Not applicable.

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

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

**9 5 2** Waiving the right of Owner to require the fulfillment of all of the terms of the Contract

**9 6 Approval and Certification** An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

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

**9 7 1** Completion and acceptance of the Work,

**9 7 2** Presentation of a properly executed invoice,

**9 7 3** Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner, or

**9 7 4** Consent of Job Order Contractor's surety, if any

## **10 CHANGES**

**10 1 Owner Changes** Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes

**10 1 1** In the specifications (including drawings and designs),

**10 1 2** In Owner-furnished facilities, equipment, materials, services, or site, or

**10 1 3** Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work

**10 2 Owner Change Orders** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this § 10, provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order

**10 3 Contract Adjustments** Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder

**10 4 Modification of the Job Order** If any change under this § 10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing

**10 5 Job Order Contractor Proposal** Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after

**10 5.1.** Receipt of a written change order under § 10 1 above, or

**10.5 2** The furnishing of a written notice under § 10 2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner The statement of proposal for adjustment may be included in the notice under § 10 2 above

**10 6 Final Payment Limitation** No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order

**10 7 Job Order Contractor Extension Justification** Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance The proposal shall contain a price breakdown and period of performance extension justification

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

## **11 INSURANCE & BONDS**

**11 1 Job Order Contractor Insurance** Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable

**11 1.1 WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract

**11 1 2 EMPLOYER'S LIABILITY INSURANCE** with limits of liability not less than \$1,000,000 Each Accident, \$1,000,000 Each Employee for Disease, and \$1,000,000 Policy Limit for Disease

**11 1 3 COMMERCIAL GENERAL LIABILITY INSURANCE** including Products/Completed Operations and Contractual Liability with limits of liability not less than \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 Each Occurrence

**11 1 4 AUTOMOBILE LIABILITY INSURANCE** covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than \$1,000,000 Each Person for Bodily Injury, \$1,000,000 Each Accident for Bodily Injury, and \$1,000,000 Each Occurrence for Property Damage

**11 2 Owner as Additional Insured** The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11 1 shall be endorsed to name Owner as Additional Insured Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner

**11 3 Policy Endorsement** All policies providing Job Order Contractor's insurance as required in § 11 1 above shall be endorsed to provide the following

**11 3 1** Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16 2

**11 3 2** Waiver of subrogation in favor of Owner

**11 4 Limits of Liability** The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above

**11 5 Certificate of Insurance** Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies)

**11 6 Subcontractor Insurance** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall deem appropriate and adequate for the Work being performed Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors

**11 7 Bonds** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work, in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order

**11 8 Notice to Proceed** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner A separate Notice to Proceed will be issued for each Job Order The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor No work shall be started until after all required permits, licenses, and easements have been obtained No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events

**11 8 1** The start of construction in order to arrange for inspection

**11 8 2** Shutdown of City water, sewer, drainage, irrigation and traffic control facility

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

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

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

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

### **13. DISPUTES**

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

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

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

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

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

City of Peoria, Materials Management  
Dan Zenko, Materials Manager  
9875 N 85<sup>th</sup> Avenue, Peoria, AZ 85345  
623-773-7115

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

J Banicki Construction, Inc  
Mike Abraham, President  
6423 S Ash Avenue, Tempe, AZ 85283  
480-921-8016

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

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

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

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

**14.2.1** Stop work as specified in the notice,

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

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

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

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

**14 2 4 2** The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner,

**14 2 5** Complete performance of the Work not terminated,

**14 2.6** Take any action that may be necessary. or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest, and

**14 2 7** Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14 2.3 above, provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner

**14 3 Final Termination Settlement Proposal.** After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination

**14 4 Owner Payment** Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination The amount will include a reasonable allowance for profit on work done The Contract shall be amended, and Job Order Contractor paid the agreed amount

**14 4.1** If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14 4 above

**14 4 1 1** For Work performed before the effective date of termination, the total (without duplication of any items) of

**14 4 1 1.1** The cost of this Work,

**14 4 1.1 2** The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14 4 1 1 1 above, and

**14 4 1 1 3** A markup, including overhead and profit, on § 14 4 1 1 1 above as is determined for pricing changes

**14 4.1 2** The reasonable costs of settlement of the Work terminated, including

**14 4 1 2 1** Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data,

**14 4.1 2 2** The termination and settlement of subcontracts (excluding the amounts of such settlements), and

**14.4 1 2 3.** Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory

**14 5 Destroyed, Lost, Stolen or Damaged Property** Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14 4 1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer

**14 6 Amount Due Job Order Contractor** In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted

**14 6 1** All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order,

**14 6 2** Any claim which Owner has against Job Order Contractor under the Contract, and

**14 6.3** The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner

**14 7 Partial Termination** If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled

**14 8 Excess Payments** If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand

**14 9 Job Order Contractor Records** Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents

**14 10 Default** If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work

**14 11 Job Order Contractor's Right to Proceed** Job Order Contractor's right to proceed shall not be terminated under this § 14, if

**14 11 1** The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes



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

**14 11 2** Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

**14 12 Owner's Right to Terminate** The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

**14 13 Owner and Job Order Contractor Rights** If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

**14 14 Liquidated Damages** Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

**14 15 Immigration Act** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

## **15 WARRANTY OF CONSTRUCTION**

**15 1 Applicable Warranties** In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15 10, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

**15 2 Warranty Duration** This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

**15 3 Job Order Contractor Corrective Work** Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or

any construction defect In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of

**15 3 1** Job Order Contractor's failure to conform to requirements, or

**15 3 2** Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor

**15 4 Job Order Contractor Restoration** Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15 Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement

**15 5 Owner Notification** Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage

**15 6 Failure to Correct Work** If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense

**15 7 Subcontractor and Supplier Warranties** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall

**15 7.1** Obtain all warranties required by the Job Order,

**15 7.2** Require all warranties to be executed, in writing, for the benefit of Owner, and

**15 7.3.** Enforce all warranties for the benefit of Owner

**15 8 Owner Remedy** In the event Job Order Contractor's warranty under § 15 2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty

**15 9 Owner Furnished Material or Design** Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design

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

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

## **16 STANDARD TERMS AND CONDITIONS**

**16 1 Contract Order of Precedence** In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order

**16 1 1** Contract Modifications, if any,

**16 1 2** This Contract, including Attachments,

**16.1.3** Job Orders,

**16.1.4 Drawings, and**

**16.1.5 Specifications**

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

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

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

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

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

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

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

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

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

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

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

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are

contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A R S § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

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

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

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

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

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

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

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

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

**16.4.3** This contract is subject to the provisions of ARS § 38-511, the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or

agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract

**16 5 Legal Remedies** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code

**16 6 Contract** The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

**16 7 Contract Amendments** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

**16 8 Contract Applicability** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

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

**16 10 Relationship to Parties** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

**16 11 No Delegation or Assignment** - Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

**16 12 Job Order Contractor/Supplier Contract** The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job

Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s)

**16 12 1** The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s)

**16 12 2** The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner

**16 12 3** The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements

**16 13 Rights and Remedies** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract

**16 14 Overcharges By Antitrust Violations** The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract

**16 15 Force Majeure** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure

**16 15 1** The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or

refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

**16 15.2** Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences, late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition, or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

**16 16 Right To Assurance** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**16 17 Right To Audit Records** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16 4 above.

**16 18 Warranties** Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

**16 19 Inspection** All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16 19 1 Waive the non-conformance

16 19 2 Stop the work immediately

16 19.3 Bring material into compliance

16 19 4 This shall be accomplished by a written determination from the Owner

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

**16 21 No Replacement of Defective Tender** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole

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

**16 23 Liens** All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner

**16 24 Licenses** shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner

**16 25 Patents and Copyrights** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner

**16 26 Cost of Bid/Proposal Preparation** The Owner shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner

**16 27 Public Records** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16 17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16 4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction

**16 28 Advertising** Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner

**16 29 Delivery Orders** The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the 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 subcontracts for compliance, it has the right to require a prevailing wage.

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

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

#### **16 32 A R S Title 34 Provisions**

**16 32 1** The maximum dollar amount of an individual job order shall be Three Million Dollars (\$3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A R S title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum.

amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

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

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

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

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

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

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

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

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

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

**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](http://www.FederalReporting.gov)

(1) The City of Peoria contract and order number, as applicable

(2) The amount of ARRA funds invoiced by the Contractor for the reporting period

(3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter

(4) Program or project title, if any

(5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure

(6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.

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

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

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

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

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

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

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

(11) 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 (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.



## **ATTACHMENTS**

Attachment A	JOC Pricing Matrix
Attachment B	Project Cost Proposal Sheet
Attachment C	Scope of Services
Attachment D	Statement of Interest & Qualifications
Attachment E	Proposal Response
Attachment F	Authorized Signature Form
Attachment G	Contractor Contact List

**ATTACHMENT A**  
**JOC PRICING MATRIX**

**City of Peoria JOC Pricing Matrix**

P14-0018A, JOC for Bridge Maintenance & Repair

Company Name J. Banick Construction Inc.

	\$100 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	Over \$1,000,000.00
<b>Indirect Cost of the Work</b>					
Job Order Contractor's Overhead	4.35%	4.35%	4.35%	4.35%	4.35%
Job Order Contractor's Fee (Profit)	10%	9.50%	8%	8.50%	8%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.50%
Insurance	1%	1%	1%	1%	1%
AZ/County/City Taxes (65% of 081)	5.265%	5.265%	5.265%	5.285%	5.265%
<b>Total Indirect Cost %</b>	<b>22.12%</b>	<b>21.62%</b>	<b>21.12%</b>	<b>20.62%</b>	<b>20.12%</b>
<b>Labor Burden Multiplier (Percentage)</b>	<b>35%</b>	<b>35%</b>	<b>35%</b>	<b>35%</b>	<b>35%</b>

**ATTACHMENT B**  
**PROJECT COST PROPOSAL SHEET**

N/A

## **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**  
**STATEMENT OF INTEREST AND QUALIFICATIONS**  
**SEE ATTACHED**





**STATEMENT OF INTEREST AND  
QUALIFICATIONS**

Solicitation Number P14-0018

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

**REQUEST FOR  
STATEMENT OF INTEREST & QUALIFICATIONS**

**JOB ORDER CONTRACTING  
for**

**BRIDGE MAINTENANCE AND REPAIR PROJECTS**

**P14-0018**

**Due Date September 19, 2013, 5.00 PM Arizona Time**

**City of Peoria  
Materials Management Division  
Contact Lisa Houg  
9875 N 85<sup>th</sup> Ave , 2<sup>nd</sup> Fl  
Peoria, Arizona 85345  
(623) 773-7115**



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### JOB ORDER CONTRACTING for Bridge Maintenance and Repair Projects

#### **SECTION 1 - INTRODUCTION**

##### **1 1 Introduction**

The City of Peoria Arizona is seeking experienced contractors to provide services as described below for various projects utilizing Job Order Contracting (JOC) project delivery. Job Order Contracting may include design services, pre-construction services, construction work, maintenance and as-built documents. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions. The City of Peoria intends to select two (2) Job Order Contractors for the award of this Job Order Contract.

##### **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.

##### **1 3 Project Budget**

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2014 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2014 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value (combination of all projects) is approximately \$470,000 in the first year and approximately \$225,000 for each of the remaining years. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.

##### **1 4 Project Schedule**

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A R S Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the various bridge maintenance and repair projects.



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### SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

#### **2.1 Description**

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

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 an individual Job Order. Although the City anticipates that JOC Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue 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.

#### **2.2 Scope of Work**

The City's Bridge Maintenance and Management Program (BMMP) have identified approximately 110 structures in the City of Peoria defined as a bridge by the National Bridge Inspection Standards (NBIS). Approximately 90 of these are concrete box culverts.

The City's JOC will be used to perform work that qualifies as preventive maintenance and/or safety improvements on various bridges within the City. This JOC is meant to fill the gap between the routine maintenance that the City Public Works - Utilities Department/Streets Division performs on a regular basis (deck cleaning) and large capital projects (rehabilitation or replacement). These types of projects will primarily consist of concrete deck protection, spall repairs, glandular joint replacements, railing and attenuator safety upgrades, debris removal at girder seats, and miscellaneous emergency repairs. The City desires to initiate an annual on-going program to perform, at a minimum, bridge deck preservation along with any additional recommended preventive maintenance and safety improvements. A licensed bridge engineer will be utilized to provide priorities and recommendations to the JOC for input and pricing. The selected contractors will be expected to deliver turn key projects, including all permitting and regulatory requirements. A licensed bridge engineer may be retained separately by the City.

Contractors must have experience in the following areas:

1. Structural analysis on existing bridges. The Contractor must have the ability and resources to analyze structures with and without as-built drawings.
2. Evaluate, present recommendations and design solutions to deficiencies on existing bridges. All plans and specifications must be sealed by a professional engineer registered in the State of Arizona with bridge experience.
3. Remove, repair and/or replace damaged barriers, railing, deck joints and assemblies, approach slabs, and pre-tensioned AASHTO I-girders or remove and replace existing barriers with new barriers.



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- 4 Remove, repair, and/or replace various bridge components which include joint assemblies, seals, lights, markings, barriers and railings, bearings, and architectural elements
- 5 Deck sealing, deck replacement and other deck maintenance operations such as methacrylate seal, hydro demolition removal of spalled or delaminated concrete and replacement with a micro silica overlay
- 6 Miscellaneous patching and repair of approach pavements, structural elements, and architectural treatments
- 7 Repairing abutments, wing walls, piers, adjacent bank protection, and scour protection
- 8 Bridge widening, lengthening or altering the geometry of existing bridges
- 9 Installing new structural elements including seismic protection, corrosion protection, scour protection, and additional structural support
- 10 Install, repair existing chain link fence, wrought iron fence, etc and guardrails
- 11 Touch-up painting
- 12 Accident damage repair
- 13 Public notifications, barricading, and temporary traffic control plans
- 14 Preparing cost estimates and working within budgets
- 15 Responding to emergency or urgent safety related repairs
- 16 Repair of hangers for water lines and other utilities
- 17 Using epoxy injection and sealing and Carbon Fiber Reinforced Polymer applications

### 2.3 Sample Project

The following is a sample of a typical project that may be done under this Job Order Contract. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach a project if awarded the contract.

The example project identified by the City is to perform protective deck treatment and miscellaneous safety upgrades (see Appendix 2). This maintenance will help to increase the useful life of the bridge and to increase safety for the traveling public.

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

## SECTION 3 – EVALUATION CRITERIA

### 3.1 Evaluation Process

The Contractor(s) will be selected through a qualifications based selection process. The City expects to award the project to the best valued contractor(s) based on the requirements in this solicitation. The Contractor selected for qualification will be the Contractor whose qualification is responsive, responsible, and the most advantageous to the City, as determined by the City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested in providing services must submit a response that addresses the points as outlined herein.

### 3.2 Key Personnel



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The City expects the interested firms to identify within their organizations, individual(s) assigned to provide the following functions throughout the life of the contract

- JOC Program Manager
- Project Manager
- Project Superintendent
- Estimator

### 3.3 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	25%
Project Schedule / Subcontractor Selection Plan	5%
Interview	45%

#### 3.3.1 Responsiveness (Pass/Fail)

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

- The Contractor will complete and provide all information in **Attachment A (Proposal Form)**
- The Contractor will complete and provide all information in **Attachment B (Reference List)**
- The Contractor will complete and provide all information in **Attachment C (Project Assessment Plan)**
- The Contractor will complete and provide all information in **Attachment D (Project Schedule and Subcontractor Plan)**

#### 3.3.2 References (Pass/Fail)

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

#### 3.3.3 Project Assessment Plan (Weighted at 50%)

- The Contractor will submit a Project Assessment Plan as outlined in **Attachment C**
- The PA Plan must be 4 pages or less (2-pages for Scope Plan (25%), and 2 pages maximum for risk assessment and value added (25%) items)
- The PA Plan shall NOT contain any names or information that can be used to identify the Contractor



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- The Contractor must use the template as provided in **Attachment C**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
- Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

### **3.3.4 Project Schedule & Subcontractor Selection Plan (Weighted at 5%)**

- Provide a 1 page Gantt style project duration schedule for the project that only conveys major milestones, including City approval processes, and final submittal to the City (**Attachment D**).
- Provide a detailed 1-page subcontractor selection plan that uses qualification and price in the selection criteria (**Attachment D**). The contractor should describe how they will pre-qualify and select their subcontractor as required per ARS 34-603.
- The Project Schedule and Subcontractor Selection Plan shall NOT contain any names or information that can be used to identify the Contractor.

### **3.3.5 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 members 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 project's 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 Interview and Selection Process**

Contractors will be prioritized and selected through a qualification based selection process based on the criteria in Section 3. A selection committee will evaluate and score each Project Assessment Plan. The City will score and rank submittals as outlined in Appendix 1.

A selection committee will evaluate and score each SOQ and interview the top 3 to 5 contractors based on the scores from the Project Assessment Plan, Schedule and Subcontractor Selection 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,



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Interview scores, Pass/Fail Reference, and Pass/Fail Responsiveness)

### 4 2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors

The top selected contractor(s) on the Final List will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure

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

## SECTION 5 – POST AWARD ACTIVITIES

### 5 1 Post Project Evaluation

For contracts that span over multiple years, the City will perform annual project evaluations prior to contract renewal. The City will evaluate the overall performance of the project team (including, but not limited to overall quality, on-time completion, no cost change orders, compliance to budget, no complaints, and ability to work with the City staff). The final rating will be used towards future City of Peoria projects

## SECTION 6 – CRITICAL DATES

### 6 1 Pre-Submittal Conference

A pre-submittal conference will be held on **Wednesday, September 11<sup>th</sup> at 10 30 a m** Arizona Time. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N 85<sup>th</sup> Avenue, Peoria AZ, 85345

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

### 6 2 Critical Dates

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

September 11, 2013	Pre-Submittal Conference
September 19, 2013	Submittals Due
October 2, 2013	Notification of Interviews
October 9, 2013	Interviews (shortlisted contractors only)
October 14, 2013	Best-Value Contractor Notification

## SECTION 7 – SOQ SUBMITTAL FORMAT

### 7 1 Submittal Format



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- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee
  - No faxed or emailed SOQs will be considered
  - The SOQ must be received by the date listed in Section 7.2
- 1 Attachment A Proposal Form – One (1) original must be submitted
  - 2 Attachment B Reference Form – One (1) original must be submitted
  - 3 Attachment C Project Assessment Plan – Four (4) copies of the completed 2-page scope plan, 2-page project assessment and value added plan must be submitted
  - 4 Attachment D Project Schedule and Subcontractor Selection Plan – Four (4) copies of the 1 page project schedule and four (4) copies of the 1 page subcontractor selection plan must be submitted

### **7.2 Submittal Due Date and Contact Information**

- Proposal Responses must be received by 5:00 p.m. (AZ time) on September 19, 2013
- Contact Information

Attention: Lisa Houg, Contract Officer  
SOQ # P14-0018 – JOC for Bridge Maintenance & Repair Projects  
City of Peoria Materials Management  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

### **7.3 Disqualification**

Please be advised that failure to comply with the following criteria may 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
- All required documentation must be submitted
- Adherence to having no identifying information (except for Attachments A & B)

## **SECTION 8 – GENERAL INFORMATION**

### **8.1 Questions**

- All questions regarding this SOQ must be submitted in writing by emailing [Lisa.Houg@PeoriaAZ.gov](mailto:Lisa.Houg@PeoriaAZ.gov)
- Inquiries within 48 hours preceding the due date & time will not be addressed





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### 8.2 General Information

- **Instructions** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- **Contact** Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and may 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.
- **Federal Funds** The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.

### 8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/NewSecondary.aspx?id=53287>. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, 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/NewSecondary.aspx?id=54937> under the "DOWNLOADS" box on the right side of the web page.

### 8.4 Attachments (All must be completed and returned to be considered responsive)

Attachment A	Proposal Form
Attachment B	Reference List
Attachment C	Project Assessment Plan (Scope Plan & Risk/Value Added Plan)
Attachment D	Project Schedule and Subcontractor Selection Plan

### 8.5 Appendices

Appendix 1	Scoring and Ranking Submittals
Appendix 2	Sample Project



## STATEMENT OF INTEREST AND QUALIFICATIONS

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*The JOC Contract template (for review only) and all 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*

<https://cityftps.peoriaaz.gov>

*You will be prompted for a User ID and Password*

*User ID fipsolicitation*

*Password AEC91&lv*

*(password is case sensitive)*

*You should then see the available file The file name for this project is P14-0018 – JOC for Bridge Maintenance & Repair Projects 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

One (1) original of this Proposal Form (Attachment A) must be completed and sent to the City of Peoria. Please staple Proposal Form (Attachment A) to the original Reference form (Attachment B) Project Assessment Plan (Attachment C) and Project Schedule and Subcontractor Selection Plan (Attachment D)

#### Project Team

Name of Job Order Contractor (Contractor) \_\_\_\_\_

Name of JOC Program Manager (Individual) \_\_\_\_\_

Name of Project Manager (Individual) \_\_\_\_\_

Name of Project Superintendent (Individual) \_\_\_\_\_

Name of Estimator (Individual) \_\_\_\_\_

#### Bonding

Individual project bonding capacity

\$ \_\_\_\_\_

Total bonding capacity

\$ \_\_\_\_\_

Amount of bonded contracts currently in process

\$ \_\_\_\_\_

The Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members

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

\_\_\_\_\_  
Printed Name and Title of Contractor Representative

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
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 firm 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	_____
		_____
	Project Value	_____
	Date Completed	_____
2	Company	_____
	Contact	_____ Phone _____
	Address	_____
	Description of Work	_____
		_____
	Project Value	_____
	Date Completed	_____
3	Company	_____
	Contact	_____ Phone _____
	Address	_____
	Description of Work	_____
		_____
	Project Value	_____
	Date Completed	_____



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### ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

#### **Introduction**

The purpose of the Project Assessment (PA) 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 FTP site. 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 may 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, no graphics or pictures.

#### **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.



## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number P14-0018

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

### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE This template must be used

#### **SECTION 1 – SCOPE PLAN (Page 1 of 2)**

Font size should not be any smaller than 10 point Times New Roman or Arial Do not list any names/information that can be used to identify your firm Do not exceed the 2-page limit for the Scope Plan (You may delete these instructions )



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#### **SECTION 1 – SCOPE PLAN (Page 2 of 2)**

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**SECTION 2 - IDENTIFICATION & MINIMIZATION OF RISK (Page 1 of 2)** Font size should not be any smaller than 10 point Times New Roman or Arial Do not list any names/information that can be used to identify your firm Do not exceed the 2-page limit for the Risk/Value-Added Plan (You may delete these instructions)

Identify major risks associated with the sample project 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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**SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2)** Font size should not be any smaller than 10 point Times New Roman or Arial. Do not list any names/information that can be used to identify your firm. Do not exceed the 2-page limit for the Risk/Value-Added Plan. (You may delete these instructions.)

Please identify any value added options or differentials that you are proposing, and include a short description of how it adds value to the sample 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 Project Schedule and Subcontractor Selection Plan

***Overview of the Project Duration Schedule (1 page)***

Provide a detailed Gantt style project schedule which clearly conveys milestones, design activities equipment pre-purchase, permitting processes City approval process construction and project close-out Delineate clearly the two project efforts showing any points of inter-dependence and their respective completion dates Do not list any names/information that can be used to identify your firm Do not exceed the 1-page limit for the Project Schedule (You may 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 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)



# STATEMENT OF INTEREST AND QUALIFICATIONS

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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:  $8 \times 1 = 81 \times 45\% = 36.5$

#### 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 firm (85.5 points out of 100 possible points). Any firm that receives a fail in the responsiveness or reference categories will be eliminated from the selection process.

	Criteria	Weight	Contractor A		Contractor B		Contractor C	
			Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
1	Responsiveness	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2	Interview Score	45%	81	36.5	78	35.1	83	37.4
3	Scope Plan	25%	56	14	61	15.3	78	19.5
4	PA/VA Plan Score	25%	91	22.8	97	24.3	95	23.8
5	Project Duration Schedule & Subcontractor Plan Score	5%	85	4.3	93	4.7	95	4.8
6	References	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
		100%		77.6		79.4		85.5
	Final Ranking			3		2		1



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### APPENDIX 2 SAMPLE PROJECT

#### Project Description

The Northern Avenue Bridge at New River has been programmed for preventive maintenance and safety upgrades. The City has separately retained a design consultant to prepare the necessary investigation and plans for this sample project. The design consultant has made the following recommendations:

- Perform concrete repairs to the deck, include, removal and replacement of any delaminated concrete and spall repairs, epoxy and crack injections
- Place a protective sealant of methacrylate on deck and approach slabs
- Replace the compression seals
- Clean out rocks and debris around girder bearings to allow for free expansion and contraction. Access to the girders can only be obtained from the river.
- Update/replace guardrail as needed at approaches and update guardrail end terminals to ET-Plus
- Add 12" of height to concrete separation barriers with additional concrete to meet current minimum height requirements for pedestrians and bikes

The City desires to keep the street closures and disruption to traffic at a minimum through the duration of the project.

For this sample project the Contractor shall provide pre-construction and construction services for the project. The Contractor will be required to provide for all labor, material, supplies, transportation, management, supervision, equipment, and all other necessary items for complete and usable projects, performing all work in complete compliance with all plans, drawings, and specifications issued.

*Note: This is not an actual project for the City. This proposed project is a sample only and for the purposes of this solicitation. There are no drawings/exhibits available for this sample project.*

**ATTACHMENT E  
PROPOSAL RESPONSE**

**SEE ATTACHED**



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT A PROPOSAL FORM

One (1) original of this Proposal Form (Attachment A) must be completed and sent to the City of Peoria. Please staple Proposal Form (Attachment A) to the original Reference form (Attachment B), Project Assessment Plan (Attachment C) and Project Schedule and Subcontractor Selection Plan (Attachment D).

### Project Team

Name of Job Order Contractor (Contractor)	<u>J Banicki Construction, Inc</u>
Name of JOC Program Manager (Individual)	<u>Mike Abraham</u>
Name of Project Manager (Individual)	<u>Jeff Abraham</u>
Name of Project Superintendent (Individual)	<u>Jay Smith</u>
Name of Estimator (Individual)	<u>John Schmidt</u>

### Bonding

Individual project bonding capacity	<u>\$ 250,000,000</u>
Total bonding capacity	<u>\$ 1,500,000,000</u>
Amount of bonded contracts currently in process	<u>\$ 40,896,000</u>

The Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members

J Banicki Construction, Inc

Name of Company  
Mike Abraham, President

Printed Name and Title of Contractor Representative  
6423 S Ash Ave Tempe, AZ

  
Signature of Contractor Representative  
85283

Address  
(480) 921 8016

City, State  
(480) 921 9456

Zip Code  
9/19/13

Phone  
mabraham@banicki.com

Fax

Date

Email

ROC091410

Contractor License Number



# STATEMENT OF INTEREST AND QUALIFICATIONS

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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             | <u>City of Peoria</u>  |                             |
|   | Contact             | <u>Ben Wilson</u>  | Phone <u>(623) 773-7249</u> |
|   | Address             | <u>8401 W Monroe St Peoria, AZ 85345</u>   |                             |
|   | Description of Work | <u>Peoria Bridge Project- Replacement of the existing elastomeric bearing pads on the east and west abutment</u>   |                             |
|   | Project Value       | <u>\$336,343</u>   |                             |
|   | Date Completed      | <u>4/15/2011</u>   |                             |
|   |                     |  |                             |
| 2 | Company             | <u>City of Peoria</u>  |                             |
|   | Contact             | <u>Geoffrey Zinnecker</u>  | Phone <u>(623) 773-7293</u> |
|   | Address             | <u>8401 W Monroe St Peoria, AZ 85345</u>   |                             |
|   | Description of Work | <u>City of Peoria Pavement JOC Milling, paving, concrete paving, storm drain, Street lights, guard rail, bus stops and landscaping</u>   |                             |
|   | Project Value       | <u>No contract limit/ \$3M job limit, 31 job orders complete to date ranging from \$2000 to \$1.2 M for a total of over \$7.5M</u>   |                             |
|   | Date Completed      | <u>Last job order complete 4/11/2013</u>   |                             |
|   |                     |  |                             |
| 3 | Company             | <u>City of Peoria</u>  |                             |
|   | Contact             | <u>Rich Costa</u>  | Phone <u>(623) 773-7951</u> |
|   | Address             | <u>8401 W Monroe St Peoria, AZ 85345</u>   |                             |
|   | Description of Work | <u>87<sup>th</sup> Avenue Olive Ave to Hatcher Rd (CMAR)- Roadway improvements including utility relocations, 20' deep storm drain, water main replacement, manholes, laterals, catch basins, traffic signal modifications, and paving</u> |                             |
|   | Project Value       | <u>\$1,527,277</u>   |                             |
|   | Date Completed      | <u>9/11/2009</u>   |                             |





# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

### SECTION 1 – SCOPE PLAN

#### Summary of Understanding and Approach

*Our approach is centered on working closely with all involved stakeholders – the City of Peoria, State Land, MCFCD, ADOT, businesses, private land owners, residents, utilities, traveling public, and subcontractors to safely build this project on time, within budget, and with minimal impact to local businesses and residents*

A seamless team effort is imperative. Our management team will be dedicated to this project for the duration of all phases.

*Responsibility, communication and cooperation* will be vital to building a cohesive team and successful project.

#### General Project Description

The project entails preventative maintenance and safety upgrades to the Northern Avenue Bridge at New River. Repairs will include concrete repairs to the deck, application of methacrylate sealant to the deck and approach slabs, replacement of compression seals, removal of rocks and debris from girder bearings. Safety improvements will include updating the guardrail to ET-Plus and the addition of 12" of height to concrete separation barriers.

#### Major Project Tasks / Components

##### **Pre-Award**

- Comprehensive Risk Assessment
- Contract Items – Efficiency Suggestion List, Coordination Plan, Quality Control Plan, Initiate Weekly Reporting, etc
- Execute Contract

##### **Design**

- Design Development, Review, and Approval
- Conceptual Estimate, Value Engineering and Constructability Analysis
- Communication and Coordination with Utilities
- Phase and Sequence Planning
- Long Lead Item Identification
- Review Utility Pothole Information and Perform Additional Locating as Needed
- Detailed Traffic Control Plans

#### Major Project Tasks / Components (continued)

- Subcontractor Prequalification and Selection
- GMP Submittal with Cost Justification

##### **Construction**

- Remove and Replace Existing Guardrail BCT with ET-Plus style end treatments
- Modify Height of Existing Barrier to 44"
- Clean Girder Bearing Seats of Loose Debris
- Remove and Replace Compression Seals
- Repair Existing Bridge Deck patch spalls, remove and patch any delaminated areas, epoxy inject large cracks
- Clean and Shot Blast Deck and Approach Slabs, Seal with Methacrylate Treatment

#### Major Project Challenges

##### **Defining the Scope of the Deck Repair –**

Comprehensive inspection of bridge deck needs to be done to identify the extent of patching and spall repair needed. This will allow the budget amount to be further defined and provide the city a solid budget. Traffic will need to be maintained during investigation. This work will be done at night behind traffic control.

##### **Maintaining Traffic Flow in Each Direction –**

The area has a significant traffic volume and is used extensively by pedestrians and bicyclists. The existing traffic patterns need to be maintained as much as possible and still accomplish the task expediently. One lane of vehicle traffic will be maintained in each direction at all times. Pedestrian and bike traffic will be maintained on at least one side of the bridge at all times.

**Access to Bridge Underside –** The bridge is only accessible by use of the existing Maricopa County Flood Control levee ramp. Outside agency permit requirements and necessary meetings will be determined in the design phase. A 404 permit may be required which has an extensive review time. Additional requirements may include a separate pre-construction meeting with MCFCD and site restoration.



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### Design Approach

We will begin with *comprehensive planning in the design phase*. We will provide a flow chart outlining anticipated tasks as well as *action item lists* detailing task descriptions, assigning responsibility, accountability, and establishing due dates. Regular meetings will be scheduled with all stakeholders to ensure efficient communication and progress.

The schedule will be developed in design, executed aggressively, monitored daily, and updated weekly to obtain maximum productivity. We will *aggressively strive to value engineer* in an effort to save money and maximize best value during the design phase.

We anticipate two separate GMPs. *GMP1 would be utilized to procure manufactured components with long lead times – the new guardrail end treatments and compression seal.* The second GMP would include the balance of the work.

During the design phase, we will perform a detailed inspection of the deck to further determine the extent of the needed repairs. This will allow for efficient planning of the construction phase and provide a solid budget amount for the City.

Investigation will be performed by means of "chain dragging" and sounding for delaminated sections and possible use of ground penetrating radar for further inspection of suspected deficient area. Rebound hammer spot testing of existing deck to approximate current compressive strength will assist in patch material selection and treat. These can be accomplished once a right of way permit is issued and using very little traffic control during off peak hours.

*Once the budget has been submitted, it will not be exceeded by any successive GMP or by the final project cost,* given there are no substantial Owner initiated scope changes. Three quotes will be obtained for each trade to ensure "*fair market value*" for cost justification.

### Construction Approach

We intend to accomplish the work and provide methods to deal with the challenges using a systematic and phased approach. *Safe, fluid traffic flow through the project area must be maintained*

*Constant, open communication will be maintained and continue with all parties*

All work will be overseen by a senior structures project manager and staffed with an experienced bridge and structures general superintendent, both will be dedicated to the JOC and see the task from preconstruction through final completion.

The next activity will be to replace the existing BCT end terminals with the ET-Plus or equal Terminals. These activities would require day time night lane closures to accomplish the work. Simultaneously with this activity will be the modification of the existing 32" barrier by adding an additional 12" in height and make it compliant to current standards.

Under bridge housekeeping and inspection will be performed concurrently with the guard rail and barrier work. Access to this will be accomplished from the Flood Control District's levee ramps using self-propelled manlifts. Special care will be taken to minimize disturbance, and access roads restored in the river once work is completed.

Next, patching and repair of the entire bridge will require off peak and some weekend work as it will require restricting the existing road to one lane in each direction. Previously marked spalls and dead areas discovered by sounding during design will be mechanically chipped out with hand held equipment and patched with the appropriate epoxy based material. The new compression seal gland will be placed across half of the roadway during this time period. Once the traffic control is reversed to the opposite side of the bridge, the compression seal will be completely installed across the rest of the bridge.

Using the same configuration of one lane in each direction, one half of the bridge will be cleaned with shot blast equipment and treated with methacrylate in accordance with the design recommendations. Again, traffic will be reversed and the process completed.

New pavement marking will be applied, and final inspection of the entire work assignment will be requested. Any discovered punch list items will be performed, and final paper work and close out documents submitted.



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### ATTACHMENT C PROJECT ASSESSMENT PLAN

#### SECTION 2 - IDENTIFICATION & MINIMIZATION OF RISK

<b>Risk 1</b>	Response time for bridge structural review, design solution development, emergency repairs
<b>Solution</b>	Maintain an on call structural engineer and construction crews with rapid response time Perform structural analysis of as many bridges as possible during the early stages of the project in order to maximize design and repair time. This will allow the team to assess repair options, obtain approval of repair methods and cost, and schedule the work in advance to minimize impacts to the travelling public, residents and businesses. This will also allow us to pre-order standard materials for repairs and retrofitting.
<b>Risk 2</b>	Public perception of construction work
<b>Solution</b>	Provide newsletters to local residents and businesses in advance of construction, set up a public information hotline, and provide message boards informing public of upcoming closures or restrictions.
<b>Risk 3</b>	Cost of emergency repairs, material cost escalation, and job order approval time
<b>Solution</b>	In pre-award meeting, we will establish the proposal format and level of detail expected to be submitted. We will also determine the type of back up documentation required for rapid, streamlined approval process. This will minimize uncertainties and expedite emergency work pricing. We will identify critical repairs early and secure materials subject to cost escalation by pre-ordering.
<b>Risk 4</b>	Obtaining required permits timely (building safety, environmental, outside agencies such as MCDOT, MCFCD, RID, CAP, RWCD, ADOT, Army Corp of Engineers (USACE), etc)
<b>Solution</b>	By targeting repair requirements and planning for required permits in the design and scope development stages, we can effectively reduce the time impact associated with obtaining permits. We will work closely with outside agencies so construction can begin without delays. All work within jurisdictional waters of the US will be reviewed for 404 permit requirements with the USACE and evaluated for ways to access potential sites to avoid encroachment. We will determine in the pre-award phase if any areas are covered by a nationwide 404 permit.
<b>Risk 5</b>	Maintaining Efficient, Safe Vehicular and Pedestrian Flow that is ADA Compliant
<b>Solution</b>	Establish a traffic control manager early on in the pre-award phase to ensure compliance with the city codes and ADA. Develop traffic control standard rates for devices and implementation that would allow for a streamlined approach on an emergency type repair. Integrate an information notification process into temporary traffic control planning to allow for adequate advance warning before restrictions are implemented. Perform work that requires closures or restrictions during weekends and/or nights to limit impact.
<b>Risk 6</b>	Potentially encountering EPA listed hazardous materials such as asbestos pads under bridge railing post, asbestos joint filler on bridges and culverts, lead based paints on structural steel
<b>Solution</b>	Establish a list of abatement contractors who would be responsive to clear the work site if required. Establish procedures to handle and transfer any hazardous materials for regulated disposal. In pre-award portion of JOC, establish contact with a selected professional engineering firm to scope if hazardous conditions exist.



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<b>Risk 7</b>	Roadways that have large traffic volumes and limited windows for repair
<b>Solution</b>	Establish an approved product list of rapid set concrete mix designs, high strength grout and patch materials, rapid set epoxies and sealants that will allow "overnight repairs" to be made with minimal disruption
<b>Risk 8</b>	Construction impacts due to Native Species Act or environmentally sensitive area
<b>Solution</b>	Provide a pre-award team meeting to identify any potential regulations that would impede work We will work closely with pre-approved wild life biologist and determine the type of species to potentially be encountered, and outline an action item list mitigating well in advance of construction

## SECTION 2 - VALUE ADDED OPTIONS

<b>Item 1</b>	Utilize our in-house structural group to perform repairs and our network of local specialty bridge subcontractors to rapidly order production of precast concrete members, barrier and structural concrete components We also partner with local steel fabricators/erectors with in-house design capabilities and current AISC certifications for "fracture critical" for bridge steel construction Using local qualified firms reduces the time required to produce, and install bridge components			
<b>Impact</b>	<b>Cost (\$)</b>	Equal to or greater than -10%	<b>Schedule (Days)</b>	8 days
<b>Item 2</b>	Our firm will provide conceptual cost estimating services to assist with project funding prioritization and establishing budgets to determine project feasibility and assist with planning on fiscal need Our estimating/scheduling programs and procedures will give Peoria the flexibility to add, delete, or modify the project scope and rapidly determine impact to project cost and schedule			
<b>Impact</b>	<b>Cost (\$)</b>	Equal to or greater than -8%	<b>Schedule (Days)</b>	10 days
<b>Item 3</b>	Explore other deck treatments such as polyester overlay or epoxy-aggregate overlay that can be performed as a one-step rehabilitation and save time and money on patching			
<b>Impact</b>	<b>Cost (\$)</b>	-1\$ to \$5 sy	<b>Schedule (Days)</b>	7 days
<b>Item 4</b>	Evaluate a design that would incorporate a pavement preservation AR-ACFC overlay for the bridge deck saving the expense of Methacrylate treatment			
<b>Impact</b>	<b>Cost (\$)</b>	-\$9 to \$15 sy	<b>Schedule (Days)</b>	8 days
<b>Item 5</b>	Provide a design of steel handrail for increasing the height of the existing traffic barrier			
<b>Impact</b>	<b>Cost (\$)</b>	- \$10 lf	<b>Schedule (Days)</b>	10 days
<b>Item 6</b>	Perform all bridge structural evaluations up front allowing more time for completion of design work for repairs Identifying which structures can be repaired first (those with the least design time) allows us to identify cost and schedule time for repairs early in the project to accommodate fiscal funding limitations and maximize time for repairs			
<b>Impact</b>	<b>Cost (\$)</b>	NA	<b>Schedule (Days)</b>	60 days



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### ATTACHMENT D SUBCONTRACTOR SELECTION PLAN

Our selection process will follow a standardized set of selection criteria that complies with Arizona Revised Statute 34-603 and ensures that the pricing for the work will be provided through a fair, competitive process, obtaining the "best value" for the City of Peoria

We intend to recommend selecting subcontractors and suppliers by qualifications and price competition on this project. At this time we do not anticipate the need to select any subcontractors by qualifications only. Should the need arise for proprietary services or products, specialty designs or accelerated schedules, we will request approval from the City of Peoria to select based on qualifications only to meet the specific need.

We will create a list of pre-qualified subcontractors for each of the major trades and allow the pre-qualified firms to compete to provide services through price competition. If we desire to self-perform work, we will include ourselves on the list of pre-qualified subcontractors and compete in the price competition with other firms.

Regardless of the selection method, we will ensure that only qualified subcontractors will be involved in this project by pre-qualifying firms that have demonstrated their ability to perform in the field and to be cost competitive. As part of the pre-qualification process, we will review the subcontractors' license status, insurability, financial well-being, resource availability, management capability, safety record, quality of work and overall responsiveness. Once we are confident in our subcontractors' ability to provide quality work on this project, we will forward the list of pre-qualified subcontractors to the City of Peoria for review and approval.

As part of our selection process we will

- Contact the appropriate pre-qualified firms to encourage their interest on this project
- Assemble clear, concise bid packages that allow for value engineering suggestions prior to bidding
- Obtain multiple competitive quotes for all major trades to ensure fair market value
- Review the proposals to ensure that the firms provided responsive and reasonable bids
- Provide the City of Peoria with copies of all quotes received upon request
- Select the firm best qualified to provide the required services considering the bid price, schedule and other legitimate selection criteria (i.e. SBE involvement)

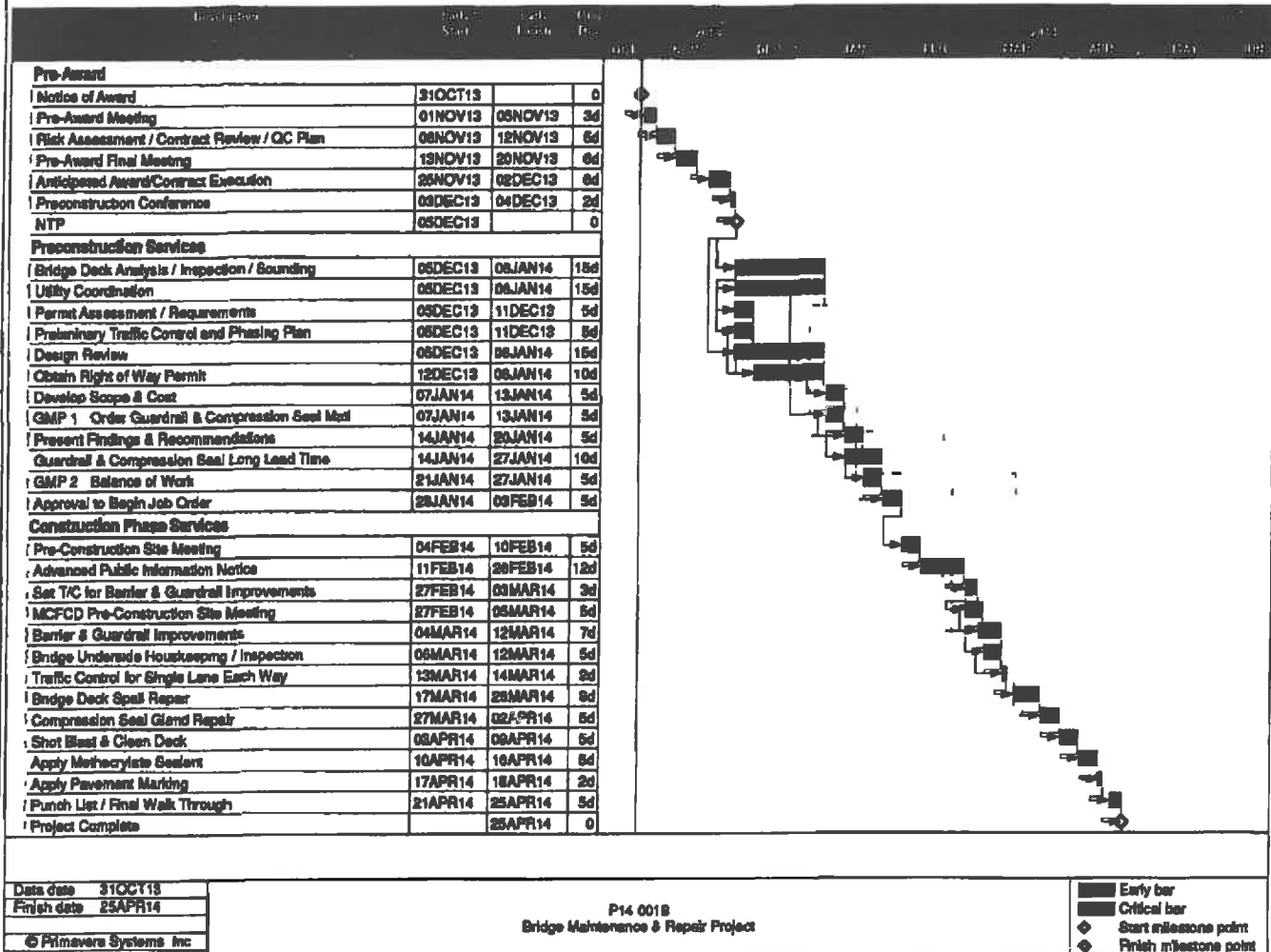


# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT D PROJECT DURATION SCHEDULE



**ATTACHMENT F**  
**AUTHORIZED SIGNATURE FORM**

**SEE ATTACHED**

**J Banicki Construction, Inc**  
6423 S Ash Avenue, Tempe AZ 85283  
**AUTHORIZED SIGNATURE FORM**

TO Lisa Houg  
City of Peoria  
9875 N 85<sup>th</sup> Avenue  
Peoria, AZ 85345


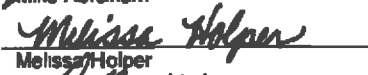

**AUTHORIZED SIGNATURE**  
**Corporation**

All  
WHEREAS J Banicki 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 the J Banicki Construction Inc., that Mike Abraham, Melissa Holper, and Jeff Abraham be authorized to execute and sign on behalf of said corporation the following documents

1	The Proposal	6	Change Orders
2	The Contract	7	Extension of Time
3	The Bond	8	Request for Force Account Work
4	Payrolls	9	All other paperwork to conduct
5	Claims		proper corporate business

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for the construction of the City of Peoria, Job Order Contracting for Bridge Maintenance and Repair Projects, or until express notice to revocation has been duly given in writing, whichever is the lesser period. Authority granted per the Resolution dated and passed by the Board of Directors January 3<sup>rd</sup> 2013

 Mike Abraham	President	1 to 9 inclusive
 Melissa Holper	VP of Operations	1 to 9 inclusive
 Jeff Abraham	Project Manager	6 to 9 inclusive

**CERTIFICATE**

STATE OF ARIZONA     )  
                                  ) ss  
COUNTY OF MARICOPA   )

I, Melissa Holper, VP of Operations of the J Banicki Construction Inc a corporation do hereby certify that the above is a true and correct copy of the Resolution passed by the Board of Directors on January 3<sup>rd</sup> 2013 and that the same is in full force and effect at this time

  
Melissa Holper VP of Operations

(Seal of Corporation)

STATE OF ARIZONA     )  
                                  ) ss  
COUNTY OF MARICOPA   )

This instrument was acknowledged before me this 7th day of November, 2013, by Melissa Holper appearing before the undersigned Notary Public, and stated that she executed such instrument on behalf of said corporation for the purpose and consideration therein expressed

My Commission Expires  
6/19/16

  
(NOTARY PUBLIC)





**ATTACHMENT G  
CONTRACTOR CONTACT LIST**

**SEE ATTACHED**



**J. Banicki Construction, Inc.**  
6423 S Ash Avenue  
Tempe, AZ 85283

480-921-8016 (phone)  
480-921-9456 (fax)

November 4 2013

Lisa Houg CPPB- Contract Officer  
City of Peoria Materials Management  
9875 N 85<sup>th</sup> Ave Peoria, AZ 85345

Reference Job Order Contracting for Bridge Maintenance & Repair Projects  
Project No P14-0018A

Subject Project Contacts

Please be advised that Jeff Abraham will be the Project Manager and both John Schmidt and Barry Smylie will be the estimators for the above reference project They can be contacted at the following numbers

Project Manager	Jeff Abraham
Mobile	(602) 819-3783
Office	(480) 921-8016
Fax	(480) 921-9456

Estimator	John Schmidt
Mobile	(602) 399-1152
Office	(480) 921-8016
Fax	(480) 921-9456

Estimator	Barry Smylie
Mobile	(602) 376-0150
Office	(480) 921-8016
Fax	(480) 921-9456

If you have any questions or comments, please contact me at (602) 819-3783

Respectfully submitted,

J Banicki Construction Inc

Jeff Abraham  
Project Manager



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Aon Risk Services Southwest Inc Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME</b> PHONE (AFC No Ext) (866) 283-7122 FAX (AFC No.) 800 363-0105 E-MAIL ADDRESS														
<b>INSURED</b> J Banicki Construction Inc 6423 S Ash Avenue Tempe AZ 85283 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Hartford Fire Insurance Co</td><td>19682</td></tr><tr><td>INSURER B Hartford Ins Co of the Midwest</td><td>37478</td></tr><tr><td>INSURER C National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER D</td><td></td></tr><tr><td>INSURER E</td><td></td></tr><tr><td>INSURER F</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Hartford Fire Insurance Co	19682	INSURER B Hartford Ins Co of the Midwest	37478	INSURER C National Union Fire Ins Co of Pittsburgh	19445	INSURER D		INSURER E		INSURER F	
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INSURER E															
INSURER F															

**COVERAGES**

CERTIFICATE NUMBER 570051836100

REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		61CSEQU2061	03/01/2013	03/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		61CSEQU2062	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		8E37709399	03/01/2013	03/01/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	61MNQU2060	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE EA EMPLOYEE \$1,000,000 EL DISEASE POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)

RE City of Peoria Contract No P14-0018 JOC for Bridge Maintenance & Repair. City of Peoria is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Contractual Liability is included under the General Liability policy where required by written contract. Umbrella follows form to the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Peoria Attn: Lisa Houg 9875 N 85th Avenue, 2nd Floor Peoria AZ 85345 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Southwest Inc.</i>
---	---

Holder Identifier

Certificate No 570051836100

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
J. BANICKI CONSTRUCTION, INC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

See attached



**J. Banicki Construction, Inc.**  
4720 E. Cotton Gin Loop  
Suite 240  
Phoenix, AZ 85040

480-921-8016 (phone)  
480-921-9456 (fax)

## **Scope of Work**

### **2017 COG Bridge Repair Program**

The objective of this assignment is to repair the bridges per the furnished bid schedule and the ADOT Inspection Report. Site visits to each bridge were made on November 14, 2016 to determine access and existing conditions. Listed below is an explanation of our pricing.

- **Structure No. 8947 (Skunk Creek Bridge at 59<sup>th</sup> Ave.)**

Item 4 – Structural Concrete (Class AA – 4000 psi). We have provided Class S 4000 PSI Concrete in accordance with ADOT Bridge Standards. We have also included the cost to remove and replace the existing patch on the top of the barrier transitions.

Item 5 – Paint Steel Rail. We have adjusted the quantity from 336 LF to 352 LF based on field measurements. The paint will be per the ADOT 610 specifications.

Item 6 – Clear Vegetation on West side of Bridge. Base on the field inspection there is minor vegetation removal that is required on the East side to allow for painting, this is included in our pricing.

- **Structure No. 8948 (Skunk Creek at Union Hills)**

Item 7 – Replace AC in EB lanes at Abutment Joints. In our site visit it was noted that the asphalt approaches have recently been replaced. In reviewing the “List of Maintenance Items” in the Inspection Report for this bridge, Item 2 states, “Repair area w/AC in missing steel armor at the EB Lanes and W Abutment for a temporary repair.” Upon inspection and the with the movement of the bridge we recommend that the missing length of steel armor be replaced. A patch of asphalt in this location would become a maintenance issue. **We did not price this item.**

Item 8 – Structural Concrete (Class AA – 4000 psi). We have provided Class S 4000 PSI Concrete in accordance with ADOT Bridge Standards. We plan on using the existing slip dowels in this repair. This section of barrier will be formed to the skew of the existing expansion joint.

- **Structure No. 8827 (Arrowhead Lakes Bridge 3)**

Item 9 – Replace Missing Sleeve at North Handrail. During our site investigation we notice that the bottom sleeve on the South Handrail was also missing. We have adjusted from 5 LF to 10 LF.



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- **Structure No. 9443 (Grand Canal at 83<sup>rd</sup> Ave.)**

Item 10 – Replace Missing Utility Cover at NW corner of Bridge. We found two missing box covers. One was for an electrical box and one for a water meter. In our discussions with the City we have increase the quantity to 2 Each and have included the time required to clean the existing boxes of dirt and debris.

- **Structure 9141 (New River Bridge at Glendale Ave.)**

Item 11 – Replace B/Y Object Marker at ends of Attenuators, 4 EA. This item is bid per schedule.

Item 12 – Restore and Repair Energy Absorbing Cartridges for Crash Attenuators at West end of Bridge, 2 EA. The Attenuator at the Southwest corner of the bridge does not require Energy Absorbing Cartridges. This attenuator will be inspected and repaired to function as designed. Our site investigation revealed that the remaining three (3) attenuators needed some type of repair and Energy Absorbing Cartridges. We have included the cost of repairing all three.

Item 13 – Repair cracks in Pedestrian Rail. Based on field measurements the quantity has been adjusted from 320 LF to 383 LF. This is for the North Pedestrian Rail only. We added an Item for the painting of this Pedestrian Rail.

The Inspection Report refers to the 18" Pedestrian Rail on the Concrete Traffic Barrier. During our site visit there were a few minor cracks in this rail on both sides of the bridge and we have provided an alternate price for this work if the City would like to include this task.

Item 14 – Patch & Seal Cracks in Approaches, 2 SY. We did not include a price for this item. During the site visit it was noted that the existing asphalt is in poor condition and that there is a much greater quantity than the 2 SY indicated on the bid schedule. This area may be included in an upcoming overlay.

Item 15 – Repair Leaking Water Pipe along NE Wingwall. We did not include a price for this item. The water pipe was not leaking during the site visit and appears to have been addressed or the water shut off. More investigation is needed to determine the extent of work that may be required.

- **Structure No. 9883 (ACDC Bridge at 67<sup>th</sup> Ave)**

Item 16 – Repair deck areas with exposed rebar, 100 SF. We have included lights plants in our estimate and plan on doing this work at night.

Item 17 – Repair broken PVC pipe/conduit (4" dia.). The size of the conduit has been changed to a 6" diameter conduit. It will be necessary to coordinate with the utility owner to de-energize the conductors before work begins. We recommend that the utility owner inspect the conductor



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in this conduit because visual damage can be seen to the outer casing, char marks. We have also included time to reconnect separated joints.

Item 18 – Replace guardrail terminal and post at SE corner. We went out for bids on this item to guardrail subcontractors. Five G is the responsible bidder on this work. FWA specifications requires that the replacement of this guardrail terminal be to current standards. Our price includes: Removal and replacement of existing guardrail terminal, sidewalk and curb and gutter with TRACC Attenuator System with transitions to existing concrete barrier, including concrete pad and new sidewalk at SE corner.

- Item 19 – Repair Erosion Damage on South side. We have included importing and placing fill on the slope under the bridge.

- **Structure No. 9301 (Agua Fria River Bridge at Glendale Ave)**

Item 20 – Replace Utility Conduit Hangers. The quantity has been adjusted from 1 Each to 8 Each.

Item 21 – Tighten Loose Handrail Nuts, 1 LS. During the site investigation, we found some of the handrail bolts were missing. This will require that certain sections of the handrail be removed to allow for new bolts to be installed. All new bolts and nuts have been included.

- **Structure No. 9887 (ACDC Bridge at Thunderbird Road)**

Item 22 – Repair exposed rebar at South Barrier Wall. There are several patches on the existing barrier that are cracked and could be repaired, but we have only priced that actual patch requested.

- **Structure No. 9885 (ACDC Bridge at 59<sup>th</sup> Ave)**

Item 23 – Replace PVC Pipes and Broken Conduits, 60 LF. It will be necessary to coordinate with the utility owner to de-energize the conductors before work begins. We have also included time to reconnect separated joints.

- **Structure No. 10827 ( 59<sup>th</sup> Ave. Pedestrian Bridge)**

Item 24 – Repair in Portal Facades, 100 LF. The repairs for this bridge have been completed by others and the bridge repainted since the Inspection Report was produced.



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480-921-8016 (phone)  
480-921-9456 (fax)

## **Alternate Items**

We have included Alternate Items of work that we found on the Inspection Report and during our site investigations that were not included in the original scope of work. This list does not include all of the items mentioned but those we see as potential risks for the City of Glendale.

- **Alternate 1 Structure #8948 – Repair Median Island**

This work includes the removal and replacement of 103 SF of cracked median island at the West end of the Skunk Creek Bridge at Union Hills.

- **Alternate 2 Structure #9887 – Replace “B” Seals**

During our site investigation we noticed that the expansion joints on the ACDC Bridge at Thunderbird were filled with debris and appeared to be damaged. In reading the Inspection Report it mentions these joints in Item 5 on pages 1 and 2. We have provided a price for new “B” seals for these joints.

- **Alternate 3 Structure #9443 – Add New Utility Box and Cover**

We found an exposed valve at the Southwest corner of the Grand Canal Bridge at 83<sup>rd</sup> Avenue. We have included a price to provide a box and cover for this valve, if it requires one.

- **Alternate 4 Structure #9885 – Repair Erosion Damage**

During our site investigation we notice significant erosion damage under the bridge at the South end. In reviewing the Inspection Report this is listed in the Maintenance Items, #1. This was not included on your Bid Schedule and we have included pricing to address this issue.

- **Alternate 5 Structure #9141 – Repairs Cracks in 18” Pedestrian Rail**

This Item is referred to in the Inspection Report, page 2, Element Number 330, Item 1. As mentioned above, we have provided a cost to repair and paint these minor cracks.

- **Alternate 6 Structure #9887 – Replace Missing Hand Rail Top**

The Inspection Report for this bridge, Maintenance Item #3 is: Replace top segment handrail in both Pedestrian Railings. We confirmed that this has not been completed and have included a pricing for this item.





**J. Banicki Construction, Inc.**

4720 E. Cotton Gin Loop

Suite 240

Phoenix, AZ 85040

480-921-8016 (phone)

480-921-9456 (fax)

## **51<sup>st</sup> Avenue & Cactus Bridge Repair**

On December 22<sup>nd</sup>, Banicki was asked to provide a cost proposal to repair damage to the 51<sup>st</sup> Ave and Cactus Bridge that had been hit. Banicki proposed to do the following work:

- SW Corner of the Intersection
  - Remove and replace 13 lf of Radius Aluminum Handrail, including curb embeds.
  - Remove and replace 13 lf of 19.5" (H) X 11.5" (W) curb, including forming the 32" scupper.
- SE Corner of the Intersection
  - Remove and replace 14 lf or 13" X 7.5" Curb. This curb protects the electrical cabinets on this corner.
- Provide Traffic Control to allow for the construction. This would be one lane restrictions.
- Provide a Uniformed Officer during closure. This is a requirement when working at any signalized intersection.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
J. BANICKI CONSTRUCTION, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Job Order Contract - \$288,560.50

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$288,560.50 annually or \$288,580.50 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Per attached quote

# Project No. 161730 2017 COG Bridge Repair Program



## Banicki Construction

4720 E. Cotton Gin Loop, Suite 240

Phoenix, AZ 85040

Contact: Don Davis

Phone: 602-316-7845

Email: ddavis@banicki.com

Quote To: City of Glendale  
 Attention: Wade Ansell, P.E., R.L.S.  
 Address: 5850 West Glendale Ave. Suite 315  
 City State Zip: Glendale, AZ 85301  
 Email: wansell@glendaleaz.com  
 Office Phone: 623-930-3649  
 Cell Phone: 623-512-8515

Date: 1/4/17

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>MISC ITEMS</b>				
10	Mob/Demob (All Sites)	1.00	LS	7,200.00	7,200.00
20	Traffic Control (All Sites)	1.00	LS	32,000.00	32,000.00
30	Owners Allowance for Construction Contingencies	1.00	LS		
	<b>Structure 8947 (Skunk Creek Bridge at 59th Ave)</b>				
40	Structural Concrete (Class AA-4000 psi)	5.00	SF	680.00	3,400.00
50	Paint Steel Rail	352.00	LF	43.50	15,312.00
60	Clear Vegetation West Side of Bridge	1.00	LS	910.00	910.00
	<b>Structure 8948 (Skunk Creek at Union Hills)</b>				
70	Structural Concrete (Class AA-4000 psi)	2.00	SF	2,650.00	5,300.00
	<b>Structure 8827 (Arrowhead Lakes Bridge 3)</b>				
80	Replace Missing Sleeve at North Handrail	10.00	LF	350.00	3,500.00
	<b>Structure 9443 (Grand Canal at 83rd Ave)</b>				
90	Replace Missing Utility Box Cover at NWC	2.00	EA	580.00	1,160.00
	<b>Structure 9141 (New River at Glendale Ave)</b>				
100	Replace B/Y Object Markers at Ends of Attenuators	4.00	EA	115.00	460.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
110	Restore & Repair Energy Absorbing Cartridges	3.00	EA	3,750.00	11,250.00
120	Repair Cracks in Pedestrian Rail	383.00	LF	7.50	2,872.50
130	Paint Pedestrian Rail	383.00	LF	42.00	16,086.00
	<b>Structure 9883 (ACDC Bridge at 67th Ave)</b>				
140	Repair Deck Areas w/ Exposed Rebar	100.00	SF	93.00	9,300.00
150	Repair Broken PVC Pipe/Conduit (4")	10.00	LF	190.00	1,900.00
160	Replace Guardrail Terminal & Post at SE Corner	1.00	EA	60,000.00	60,000.00
170	Repair Erosion Damage on South Side	1.00	LS	5,900.00	5,900.00
	<b>Structure 9301 (Agua Fria River at Glendale Ave)</b>				
180	Replace Utility Conduit Hanger	8.00	EA	525.00	4,200.00
190	Tighten Loose Handrail Nuts	1.00	LS	2,800.00	2,800.00
	<b>Structure 9887 (ACDC at Thunderbird Rd)</b>				
200	Repair Exposed Rebar at North Barrier Wall	3.00	SF	450.00	1,350.00
	<b>Structure 9885 (ACDC at 59th Ave)</b>				
210	Replace PVC Pipes and Broken Conduits	60.00	LF	110.00	6,600.00
	<b>Add Alternates</b>				
220	Alternate 1 #8948 Repair Median Island	1.00	LS	9,500.00	9,500.00
230	Alternate 2 #9887 Replace Seals	1.00	LS	36,000.00	36,000.00
240	Alternate 3 #9443 Add New Utility Box and Cover	1.00	EA	480.00	480.00
250	Alternate 4 #9885 Repair Erosion Damage	1.00	LS	13,610.00	13,610.00
260	Alternate 5 #9141 Repair Crack 18" Pedestrian Rail	640.00	LF	17.75	11,360.00
270	Alternate 6 #9887 Replace Missing Handrail Top	1,020.00	LF	9.00	9,180.00
	<b>51st Ave. &amp; Cactus Bridge Repair</b>				
280	Remove & Replace Handrail	1.00	LS	6,350.00	6,350.00
290	R & R Damaged Curb - SW Corner of Intersection	1.00	LS	3,900.00	3,900.00
300	R & R Damaged Curb - SE Corner of Intersection	1.00	LS	2,100.00	2,100.00
310	Traffic Control	1.00	LS	3,400.00	3,400.00
320	Off Duty Officer	24.00	HR	50.00	1,200.00
<b>GRAND TOTAL</b>					<b>\$288,580.50</b>

**NOTES:**

Quantities are approximate and final payment will be based on actual field measurement.