



City of Peoria

**FINANCE DEPARTMENT
MATERIALS MANAGEMENT**

9875 North 85th Avenue
Peoria, Arizona 85345
MAIL 8401 West Monroe Street
T 623.773.7115
F 623.773.7118
materialsmanagement@peoriaaz.gov

January 14, 2014

CORE Construction, Inc.
Attn: Dennis L. Barber, President
3036 East Greenway Rd.
Phoenix, AZ 85032

RECEIVED

JAN 15 2014

CORE CONSTRUCTION

RE: P14-0034B, Job Order Contract for General Building Construction

Dear Mr. Barber,

Please find enclosed the executed Job Order Contract for General Building Construction.

As per the Terms and Conditions of the Contract, a valid Certificate of Insurance (naming the City as additional insured) with endorsements, Performance and Payment Bonds (if applicable), must be received by our office within 10 days.

If you have any questions regarding the contract, please contact the Materials Management Division at (623) 773-7115. Thank you for your continued effort in providing quality service to the City of Peoria.

Sincerely,

A handwritten signature in cursive script that reads "Christine Finney".

Christine Finney, MPA, CPPB
Buyer II – Materials Management

Enclosure



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P14-0034B

Job Description: JOC for General Building Construction

Location: City of Peoria, Materials Management

Contact: Christine Finney, CPPB

Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Phone: (623) 773-7115

OFFER

Contractor's License Number:

ROC 69786 (B-1)

CORE Construction, Inc.

Job Order Contractor Name

3036 East Greenway Rd.

Address

Phoenix, AZ 85032

City State Zip Code

(602) 494-0800

Telephone

Authorized Signature for Offer

Dennis L. Barber
Vice President

Printed Name

Title

(602) 494-9481

Facsimile

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

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

Attested by:

Rhonda Geximinsky
Rhonda Geximinsky, City Clerk

City of Peoria, Arizona.

Eff. Date:

January 9, 2014

Approved as to form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

Awarded on

January 8, 2014

Dan Zenko
Dan Zenko, Materials Manager



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CC

ACON00714
Contract Number

Official File

JOB ORDER CONTRACT AGREEMENT



P14-0034

JOC for General Building Construction

CONTRACT FOR CONSTRUCTION

**JOB ORDER CONTRACT AGREEMENT
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JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 9th day of January, 2014 by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and CORE 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 General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. **Punch List Preparation.** A minimum of thirty (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 General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), 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. While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational

institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria 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 "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), 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 \$25,000 and, if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the owner. All open book requirements of the prime JOC contract shall also apply to self-performed work.

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

	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 safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 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 it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

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

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

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

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

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

3.3.3. Other Contracts. Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job

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

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

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

4. JOB ORDER DOCUMENTS

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

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

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

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

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

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

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

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

4.4. Shop Drawing Modifications. If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings,

at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

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

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

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

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

5. MATERIAL AND WORKMANSHIP

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

5.2. Owner Approval. Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall

submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

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

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

6. SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **JOB ORDER SCHEDULES**

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

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

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

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

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

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

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

8. **INSPECTION OF CONSTRUCTION AND ACCEPTANCE**

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

9. INVOICING AND PAYMENT

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

9.2. Invoices. Job Order Contractor shall submit invoices to the attention of the *Owner's Job Order Project Manager AND Accounts Payable* at following address:

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

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) allowable indirect costs (includes insurance), and the contractor's fee.

9.4. 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.

9.5. Retention. Not applicable.

9.6. 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:

9.6.1. 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

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

9.7. 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.

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

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. 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

9.8.4. 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.

11.1.5. PROFESSIONAL LIABILITY INSURANCE, when the City requires the Job Order Contractor to carry architectural and engineering services under the Individual Job Order, Job Order Contractor shall require all architectural and engineering consultants to maintain Professional Liability insurance, covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim. Job Order Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

11.1.6. BUILDER'S RISK (PROPERTY) INSURANCE, The Job Order Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Job Order Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This Builder's Risk policy must be a "Masters" Policy, that is, one in which only the specific job order project is insured. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be waived or modified on a per-project basis by specifying in the Individual Job Order Scope of Work.

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. 85th Ave – 2nd Floor
Peoria, AZ 85345

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

CORE Construction, Inc.
James K. Jacobs, CEO or designee
3036 East Greenway Road

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 beyond final date of completion. Liquidated Damages shall be per MAG Specs, Section 108.9 per day for each calendar day of delay beyond final date of completion. 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, unless otherwise modified by the Individual Job Order, from the final date of completion of the Work. If Owner takes possession or accepts a portion of any part of the Work before final completion, the warranty for that portion shall continue for a period of one (1) year from the date possession is taken or portion is accepted.

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. 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.

16.31. Prohibited Political Contributions. Contractor 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.

16.32. 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. 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.

16.34. 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.

16.35. Standard Federal Provisions. This section applies to Job Orders funded with federal monies. All recipients and subrecipients of federal funding are required to comply with all federal and state laws, rules, and regulations and therefore must ensure that their contractors also comply with all federal and state laws, rules, and regulations conditions. The following provisions are incorporated into the contract for compliance with any federal funding that might be awarded pertaining to a specific Job Order.

16.35.1. Compliance with Civil Rights Act of 1964. During the performance of this contract, the contractor agrees to comply with the following: (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.

16.35.2. Termination for convenience (43 CFR § 12.84). Except as provided in §12.83 awards may be terminated in whole or in part only as follows: (a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination

conditions, including the effective date and in the case of partial termination, the portion to be terminated, or (b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

16.35.3. Equal Employment Opportunity (41 CFR § 60-1.4). During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

16.35.4. Compliance with Copeland Act Requirements. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16.35.5. Use of American Iron, Steel, and Manufactured Goods. The Contractor hereby represents and warrants to and for the benefit of the City (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.

16.35.6. Compliance with Davis-Bacon Act. Contractor shall comply with the Davis Bacon Act (40 U.S.C. §276a-276a-7) as Supplemented by Department of Labor regulations (29 CFR Part 5): 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 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).

16.35.7. Contract Work Hours and Safety Standards Act - Overtime Compensation. (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours. (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each

calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act. (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act. (d) *Payrolls and basic records.* (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act. (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours. (e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

16.35.8. Patent Rights (43 CFR Part 12). Contractor shall comply with federal requirements (CFR 43, Part 12, Subpart C—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

16.35.9. Copyrights (43 CFR § 12.74). The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

16.35.10. Audit Practices (43 CFR Part 12). The contractor agrees access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

16.35.11. Retention of Records (43 CFR Part 12). The contractor agrees to retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

16.35.12. Clean Air Act, Clean Water Act, and EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

16.35.13. Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16.35.14. 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.

16.35.15. Reporting Requirements for Projects funded under the ARRA. (a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public. (b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. (c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov: (1) The City of Peoria contract and order number, as applicable. (2) The amount of ARRA funds invoiced by the Contractor for the reporting period. (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter. (4) Program or project title, if any. (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure. (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA. (7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide - (i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and (ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained. (8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if – (i) In the Contractor's preceding fiscal year, the Contractor received – (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under

section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount. (10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows: (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company. (ii) Name of the subcontractor. (iii) Amount of the subcontract award. (iv) Date of the subcontract award. (v) The applicable North American Industry Classification System (NAICS) code. (vi) Funding agency. (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract. (viii) Subcontract number (the contract number assigned by the prime contractor). (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable. (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable. (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if – (A) In the subcontractor's preceding fiscal year, the subcontractor received – (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

ATTACHMENTS

Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)
Attachment D	Contractor's Contacts (Contact List & Authorized Signature Form)

ATTACHMENT A

JOC General Scope of Services

1.0 GENERAL INFORMATION

1.1 This is an indefinite quantity type Contract for the performance of various general building construction work on an as-needed basis as may be required by Owner. The type of contract and work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to 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 re-priced 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 § 4.3.

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 Article 1, 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

5.1 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

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to § 6.1, and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may be imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

9.0 TEMPORARY SANITATION FACILITIES

9.1 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.

9.2 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.

10.0 DUST CONTROL AND WATER

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

11.0 ELECTRICITY

11.1 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.

11.2 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.

12.0 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 B
SIQ & Contractor's Response
(See Attached)



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0034

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

REQUEST FOR STATEMENT OF INTEREST & QUALIFICATIONS

JOB ORDER CONTRACTING

for

General Building Construction

P14-0034

Due Date: November 4, 2013, 5:00 PM Arizona Time

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



STATEMENT OF INTEREST AND QUALIFICATIONS

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JOB ORDER CONTRACTING For General Building Construction

SECTION 1 - INTRODUCTION

1.1 Introduction

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various general building construction projects, utilizing the Job Order Contracting (JOC) project delivery method. 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 design and preconstruction services, permitting and regulatory requirements, and as-builts/close-out documents.

Job Order Contracting may include survey, geotech, and design services, pre-construction services, permit management, construction work (bid & self performed), and the preparation of project close-out documents.

The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions.

During the term of the contract, work shall be conducted as a series of individual job orders.

1.2 Cooperative Purchasing

While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria 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.



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Estimated cumulative values for individual projects are estimated to exceed \$4,000,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.

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 general building construction projects.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with the design, permitting, and construction of various general building construction projects with budgets individually less than \$3,000,000 and where the scale or schedule of the project does not support the selection process and award timelines associated with the CMAR and Design Build delivery methods. General building construction projects may include new building construction, existing building major renovations, existing building tenant improvements, and site improvements directly related to a building project (examples: grading, drainage, underground utilities, hardscape, and landscape). The general building Job Order Contract may also be utilized for projects where a general contractor can add value by managing primary and secondary scope components associated with building or site technical system upgrades (examples: HVAC system modifications, electrical service modifications, solar system installations, life safety system upgrades, or similar).

The general building construction projects are most likely to occur within occupied buildings or on active multi-building campuses, each requiring appreciable experience in managing construction logistics including occupant and pedestrian safety, construction staging, just-in-time materials delivery, off-hours construction, trade parking, and disciplined construction waste management. 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 projects 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 Agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded 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

Interested contractors must have experience in the following areas:

Professional Services: The contracting of professional design services from licensed Arizona professionals of one or more of the following disciplines typically associated with general building construction: geotechnical, land survey, environmental, civil, landscape, architecture, structural, plumbing, mechanical, electrical, fire protection, and fire alarm; and/or the contracting of specialty disciplines including: acoustical, kitchen equipment, furnishings, environmental, audio visual, security, or similar. When the professional services are not provided by the Owner, the Contractor will act as Design Builder and as such



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may be required to possess Professional Liability Insurance. The single project limit of \$3,000,000 shall be inclusive of professional services fees when acquired under this JOC agreement.

Preconstruction Services: The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

Permit Management: The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

Construction: The physical construction of the improvements, through competitive subcontractor bidding and/or self performance as dictated by the unique needs of each individual project. Where federal grants are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act. Unless otherwise agreed upon as a lump sum, all project finances shall be "open book" with all project savings returned to the Owner.

Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-builts, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation, City, County, State, or Federal agency special close-out requirements, and maintenance personnel training.

2.3 Sample Project

Appendix 2 provides 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 this type of project if awarded the job order contract.

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

SECTION 3 – EVALUATION CRITERIA

3.1 Job Order Contractor Selection

The Job Order Contractor will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. The City of Peoria may opt to select up to two Job Order Contractors for the award of this Job Order Contract. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs.

3.2 Evaluation Process

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



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3.3 Key Personnel

The City expects the interested firms to identify, within their organizations, individual(s) assigned to specific key roles to provide the associated functions throughout the life of the contract.

- JOC Account Manager (identify one)
- Project Manager (identify two)
- Construction Superintendent (identify two)

3.4 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 & References	Pass/Fail
Relevant Project Experience	5%
Project Assessment Plan:	
Scope Plan	20%
Risk Assessment / Value Added	15%
Project Schedule	5%
Subcontractor Selection Plan	5%
Interview	50%

3.4.1 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 & References)**
- The Contractor will complete and provide all information in **Attachment B (Relevant Experience)**
- 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 Selection Plan)**

3.4.2 Attachment A - Proposal Form & References (Pass/Fail)

- The Contractor will complete **Attachment A** providing all the information requested:
 - 1-page Proposal Form including name and address of company, key personnel, bonding capacity, etc.
 - 2-page References – list five (5) references.

3.4.3 Attachment B - Relevant Project Experience (Weighted at 5%)

- The Contractor will complete **Attachment B** providing all the information requested:
 - The Relevant Project Experience section must be 5-pages (1-page for each relevant project).
 - The Relevant Project Experience section 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 B**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
- Any Relevant Project Experience provided that does not comply with the above requirements may be marked as unresponsive and eliminated from the evaluation process.

3.4.4 Attachment C – Scope Plan (Weighted at 20%) & Project Assessment Plan (Weighted at 15%)

- The Contractor will complete **Attachment C** providing all the information requested:
 - The PA Plan must be 4 pages or less (2-pages for Scope Plan (20%), and 2 pages maximum for risk assessment and value added (15%) items).
 - The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
 - The Contractor must use the template as provided in **Attachment C**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
 - Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

3.4.5 Attachment D - Project Schedule (Weighted at 5%) & Subcontractor Selection Plan (Weighted at 5%)

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

3.4.6 Interviews (Weighted at 50%)

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

SECTION 4 – SELECTION PROCESS

4.1 Interview and Selection Process

Contractors will be prioritized and selected through a qualifications based selection process based on the



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criteria in Section 3. A selection committee will evaluate and score each submittal. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top scoring contractors based on the scores from the Relevant Project Experience, 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 Relevant Project Experience, PA Plan scores, Schedule, Sub-Plan, 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 Weekly Reporting System

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

5.2 Post Project Evaluation

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, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used towards future City of Peoria projects.

SECTION 6 – CRITICAL DATES

6.1 Pre-Submittal Conference

A pre-submittal conference will be held on **October 24, 2013 at 9:00 a.m. Arizona Time**. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85th Avenue, Peoria AZ, 85345.

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



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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.

October 24, 2013	Pre-Submittal Conference
November 4, 2013	Submittals Due
November 20, 2013	Notification of Interviews
December 3, 2013	Interviews (shortlisted contractors only)
December 4, 2013	Best-Value Contractor Notification

SECTION 7 – SOQ SUBMITTAL FORMAT

7.1 Submittal Format

- 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.
- Use the following SOQ submittal format/checklist:
 - ☐ Attachment A: Proposal Form & References – One (1) original must be submitted.
 - 2-pages max (1-page Proposal Form & 1-page References).
 - ☐ Attachment B: Relevant Project Experience – One (1) original and Five (5) copies.
 - 5-pages max (1-page per project listed).
 - ☐ Attachment C: Project Assessment Plan – One (1) original and Five (5) copies.
 - 4-pages max (2-page scope plan, 2-page project assessment plan).
 - ☐ Attachment D: One (1) original and Five (5) copies.
 - 2-pages max (1-page Project Schedule and 1-page Subcontractor Selection Plan).
 - ☐ Collate & Staple ALL Originals together in order of Attachments A thru D.
 - ☐ Collate & Staple All Copies Together in order of Attachments B thru D only.

7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received by **5:00 p.m. (AZ time) on November 4, 2013.**
- Contact Information

Attention: Christine Finney, Buyer II
SOQ #: P14-0034 – JOC for General Building Construction
City of Peoria Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345



STATEMENT OF INTEREST AND QUALIFICATIONS

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

SECTION 8 – GENERAL INFORMATION

8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing:
Christine.Finney@PeoriaAZ.Gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

8.2 General Information

- **Instructions:** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- **Contact:** Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and 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.



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

Attachment A: Proposal Form & References
Attachment B: Relevant Project Experience
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: Example Project

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

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<ftp://cityftps.peoriaaz.gov>

-or-

<https://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: `ftpsolicitation`

Password: `AEC91&/v`

(password is case sensitive)

You should then see the available folder. The folder name for this project is P13-0063 -- JOC for Parks and Trails Construction..

You can copy or download the files contained in this folder 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.



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT A PROPOSAL FORM

Project Team:

Name of Job Order Contractor (Firm): CORE Construction, Inc.

Name of JOC Program Manager (Individual): Tiffany Fisher

Name of Project Manager 1 (Individual): Clint Larson

Name of Project Manager 2 (Individual): Emerson Ward

Name of Project Superintendent 1 (Individual): Tab Ahlers

Name of Project Superintendent 2 (Individual): Ted Sarager

Bonding:

Individual project bonding capacity: \$175,000,000

Total bonding capacity: \$700,000,000

Amount of bonded contracts currently in process: \$249,000,000

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

CORE Construction, Inc.

Name of Company
Bill Cox, Executive Vice President

Printed Name and Title of Contractor Representative
3036 East Greenway Road Phoenix, AZ

Bill Cox
Signature of Contractor Representative
85032

Address
602-494-0800

City, State
602-494-9481

Zip Code
November 4, 2013

Phone
BillCox@COREConstruction.com

Fax

Date

Email Address
TiffanyFisher@COREConstruction.com

Secondary Email (for clarification & notifications to this SOQ)

General Commercial Contractor - License #: Class B-1 ROC69786

Contractor License Number



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT A REFERENCES

1. The references you provide shall be for the projects listed in Attachment B. List client name and contact information only. Project Description to be listed in Attachment B. The Contracting Officer will contact the references for additional information and clarification, if necessary. 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. Do not exceed 1-page (you may delete these instructions).

- | | | |
|-------|-----------------|---|
| 1. | Client Name: | <u>ADOA Yuma Cibola Prison Upgrades</u> |
| | Contact Name: | <u>Anthony W. Zelenak, Lead Project Manager</u> |
| | Phone: | <u>602-364-4294</u> |
| | E-mail address: | <u>tzelena@azcorrections.gov</u> |
| <hr/> | | |
| 2. | Client Name: | <u>Maricopa Fire Station 572</u> |
| | Contact Name: | <u>Edward Farrell, Vice Mayor</u> |
| | Phone: | <u>520-518-1235</u> |
| | E-mail address: | <u>edward.farrell@maricopa-az.gov</u> |
| <hr/> | | |
| 3. | Client Name: | <u>Town of Buckeye Miscellaneous Lobby Improvements JOC</u> |
| | Contact Name: | <u>Mayor Jackie Meck</u> |
| | Phone: | <u>623-349-6950</u> |
| | E-mail address: | <u>jmeck@buckeyeaz.gov</u> |
| <hr/> | | |
| 4. | Client Name: | <u>Tolleson Police Headquarters and Municipal Courts Facility</u> |
| | Contact Name: | <u>Chief Larry Rodriguez</u> |
| | Phone: | <u>623-936-2717</u> |
| | E-mail address: | <u>lrodriguez@tollesonaz.org</u> |
| <hr/> | | |
| 5. | Client Name: | <u>Pendergast Elementary School District</u> |
| | Contact Name: | <u>Brian Mee, Superintendent</u> |
| | Phone: | <u>623-772-2200</u> |
| | E-mail address: | <u>bmee@pesd92.org</u> |



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE

Please **do not list your company's name; list the name of the client only**. The projects listed must be of similar size and scope to this JOC. The projects listed must describe be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page).

1. Client Name: Arizona Department of Corrections

Project Name: ADOC Yuma Cibola Prison Upgrades

Description of Work:

This project was a \$753,324 remodel of active in-mate housing units consisting of ten pods located within four separate buildings; two 252 bed housing units, and two 378 bed housing units at ASPC Yuma-Cibola Prison. The renovations created ten new control rooms and improved staff safety, sally port and direct line of sight. It was the project teams' responsibility to collaborate with the department of correction's on-site staff to maintain a secure operational environment.

Delivery Method: Job Order Contract

Original Contract Amount: \$753,324

Final Contract Amount: \$776,265 (Increase due to an owner requested change order)

Date Completed: July 2012



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please **do not list your company's name; list the name of the client only**. The projects listed must be of similar size and scope to this JOC. The projects listed must describe be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page).

2. Client Name: City of Maricopa

Project Name: Maricopa Fire Station No. 572

Description of Work:

Maricopa Fire Station No. 572 is a 6,000 SF new build fire station consisting of concrete footings, wood framing and tile roofing and has an occupancy load of 68. There are six dorm rooms, three restrooms (one ADA), a dayroom, kitchen, fitness EMS, turn-out, laundry, decon and Caption Office. At the west side of the building there is a 2,308 SF Apparatus Bay with four overhead doors. Fire trucks will exit from the south doors when leaving the station, these doors will automatically close 50 seconds after the trucks have cleared an in-ground sensing loop. On the exterior the fire station will be finished with a Western "One-Kote" stucco system with Spanish Style concrete roofing tiles. Along three sides of the apparatus bay and entrance tower there will be painted simulated wood corbels to add the Spanish Style architecture.

Delivery Method: Job Order Contract

Original Contract Amount: \$1,000,000

Final Contract Amount: \$1,000,000

Date Completed: December 2012



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: **P14-0034**

Materials Management Procurement

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

ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please **do not list your company's name; list the name of the client only**. The projects listed must be of similar size and scope to this JOC. The projects listed must describe be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page).

3. Client Name: Town of Buckeye

Project Name: Town of Buckeye Lobby Improvements JOC

This Town of Buckeye Lobby Improvement project included an addition of finished millwork shelving along both sides of lobby walls and in Council Chambers to hold community displays and presentation demonstrations. Improvements also included: installation of owner provided kiosk for community use, the removal of existing glazing system, installation of kiosk unit, and the fabrication of custom metal framing to secure to the existing building.

Delivery Method: Job Order Contract

Original Contract Amount: \$14,583

Final Contract Amount: \$14,583

Date Completed: August 2013



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please **do not list your company's name; list the name of the client only**. The projects listed must be of similar size and scope to this JOC. The projects listed must describe be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page).

4. Client Name: City of Tolleson

Project Name: Tolleson Police Headquarters and Municipal Courts Facility

Description of Work:

This police department project scope included: evidence processing and storage; interview and interrogation rooms; male and female locker rooms; 911 and dispatch room; emergency operations center; conference room; break and work room areas. The detention area scope included: three temporary holding cells; a sally-port area fully-enclosed for unloading detained suspects from police vehicles; a secured parking area behind an ornamental steel rolling gate; emergency power generator; and a communication monopole and antennae system. The scope also included other state-of-the-art components for a fully-functioning new police facility.

Delivery Method: Construction Manager at Risk

Original Contract Amount: \$7,846,333

Final Contract Amount: \$7,812,493

Date Completed: November 2010



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name; list the name of the client only. The projects listed must be of similar size and scope to this JOC. The projects listed must describe be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

5. Client Name: Pendergast Elementary School District

Project Name: Pendergast District Office Remodel

Description of Work:

This project included: demolition to select exterior areas, re-grouting brick as necessary, and painting the entire exterior and waterproofing the foundation. Stucco repairs at selected areas were completed, as well as remodeling of the interior by rearranging partition walls, demolition and installation of carpet tiles and new restroom fixtures and tile. Our team also provided new windows and door trim throughout with staining of existing doors and a new exterior window package to replicate the existing historical windows. Scope also included: replacing the majority of the interior lights, repainting the entire interior, and replacing all of the HVAC units.

Delivery Method: Job Order Contract

Original Contract Amount: \$800,160

Final Contract Amount: \$970,064 (client added additional scope)

Date Completed: August 2013



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT C **PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE** *You do not need to return this guide with your submittal.*

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

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ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

In preparation for submitting this Statement of Interest and Qualifications, our proposed team has thoroughly reviewed Solicitation Number: P14-0034 and has visited the City's Public Safety Administration Building. Additionally, our recent JOC experience has enhanced our understanding of your project's scope of work and the necessary approach to make your project successful. While challenging, we view this project as an opportunity to absolutely exceed your expectations regarding safety, quality, schedule and cost. In order to minimize disruptions to the facility, we have taken a phased approach to your project. **These four phases are explained in detail below.**

Prior to Construction Start of Each Phase

The following activities will be performed prior to the construction of each phase:

- identify all long lead items and procure submittals for review;
- identify all project milestones;
- prepare and distribute schedule; and
- discuss personnel relocation needs and timing

Phase I

This first phase of your project is extremely important as it sets the precedence for the other phases regarding our relationship in working with the building users. We will do whatever it takes to make sure they feel comfortable and informed with the ongoing construction activities. Another high priority will be securing the construction area in a way that provides an absolute safe environment yet maintains access to the elevator, staircase or temporary staircase, and public restrooms. The following activities represent our Phase I construction plan.

- protect, relocate, and store 9/11 monument;
- install temporary staircase for 2nd floor access;
- install all dust and safety partitions;
- remove existing staircase entirely;
- construct new information booth;
- construct and tie-in new staircase;
- install security/metal detectors;
- confirm all life safety systems are operational;
- complete final cleanup; and
- turnover Phase I

Phase II

With the completion of Phase I, the security control points have been installed allowing Phase II to begin. Prior to any Phase II demolition, we will accommodate the relocation of City personnel from the future records area. One major feature of this phase includes the construction of a full unisex restroom facility which will be located in the new records pick-up area. This will be utilized by the public and staff during the Phase III restroom demolition and reconstruction. For access of construction materials, we will use the future 9/11 monument location. The following activities represent our Phase II construction plan:

- install all dust and safety partitions;
- coordinate relocation of City personnel;
- demolition of existing information desk, copy room, records room, and cubicle areas;
- construct new records area, conference room, evidence areas;
- modify records pick up area to temporary unisex restroom facility for public and personnel;



STATEMENT OF INTEREST AND QUALIFICATIONS

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- confirm all life safety systems are operational and all areas are ADA compliant;
- complete final cleanup; and
- turnover Phase II

Phase III

Logistically, Phase III is the most difficult phase due to the tight construction constraints. Prior to the existing restroom demolition, we will cap off all existing plumbing. Directly following the demolition, we will trench for the new plumbing, working with the design professional to minimize the amount of trenching required. Our value added options list includes an option to replace the entire restroom floor, however, if patching is selected, by the City, as the preferred remediation method, we will utilize a firm known for Artistic Restoration of Building Finishes to match the existing exposed aggregate floors. The following activities represent our Phase III construction plan:

- install all dust and safety partitions;
- demolition of existing men and women restrooms;
- construct new men and women restrooms;
- confirm all life safety systems are operation and all areas are ADA compliant;
- complete final cleanup; and
- turnover Phase III

Phase IV

This final phase consists of three major components. First, we will convert the temporary restroom to the permanent Records Pickup Area. Second we will install the final millwork package in the Fire Lobby and Records Pickup Area. Finally, we will show great care and respect as we reinstall the 9/11 monument in the facility. We intentionally left the reinstallation of the monument until the very end of the project so as to eliminate any possibility of damage during the construction project. The following activities represent our detailed Phase IV construction plan:

- install all dust and safety partitions;
- remove temporary restroom facilities from new records pick up area;
- remove temporary door, install counter area, cut in permanent door;
- install counter at Fire Department Administration area;
- polish concrete floors in all areas, touch up if necessary to blend patches;
- confirm all life safety systems are operational, all construction materials removed;
- reinstall 9/11 monument;
- complete final cleanup; and
- turnover Phase IV

ATTACHMENT C



STATEMENT OF INTEREST AND QUALIFICATIONS

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PROJECT ASSESSMENT PLAN

Risk 1:	Construction Personnel Working in Secure Areas and Not Screened through City of Peoria's Process
Solution:	Many of the construction activities for the Public Safety Admin Building will be performed in secure areas, using construction personnel not screened through the City of Peoria's process. To mitigate this risk, we will require that all tradesmen obtain a State of Arizona Department of Public Safety, Level One Fingerprint Clearance Card and carry it visibly with them while on site. Our superintendent will enforce this requirement each day and will maintain a list of badged individuals for submission to the City. The requirement for obtaining Clearance Cards will be clearly defined in the subcontract agreement and any associated direct costs will be borne by the Subcontractors. The peace of mind in having all personnel cleared through the State's process will bring great intrinsic value to the project and satisfaction to the City of Peoria.
Risk 2:	Public and Tenant Safety during Emergency Situations
Solution:	Throughout the duration of your project, it is important that we plan for any unexpected emergencies by having a well-defined and communicated action plan. Due to construction activities, we anticipate the need to modify the current fire safety exit plan and will continue to do so as the project progresses and new areas are renovated. As the exit plan changes, it will be clearly communicated to the City, the building tenants and the visiting public through multiple mediums including directional signage. As this risk deals with life safety, the nominal cost of signage will be of great worth in keeping the users of the facility safe in the event of an emergency situation.
Risk 3:	Public and Tenant Safety due to Daily Construction Activities (Risk of falling materials, cutting torches, open trenches)
Solution:	Solution: The nature of construction can pose safety risks if not properly addressed. Because the City of Peoria is ultimately responsible for the Public and Tenant safety when within the building, proper safety management during construction will be invaluable and will provide great satisfaction to both the City and building user groups. Our approach to mitigate this risk includes fabricated safety barriers, put in place <u>prior</u> to beginning each phase; night work, minimizing the volume of building tenants during construction activities; and phase specific safety plans, ensuring safety precautions are in place prior to the start of business each day. While the setup of safety barriers may add 1-2 days to each phase, we are confident that this approach will ensure Public and Tenant safety.
Risk 4:	Intervals of Time when Life Safety Systems are Inoperable
Solution:	During the course of construction, specific construction activities will require a shutdown of life safety systems, e.g., fire alarm and fire sprinkler. As these systems are critical to the safety of the building users, proper mitigation measures must be planned for and implemented. Our commitment to the City is complete monitoring throughout the entire construction duration by either the in-place Life Safety Systems, which will <u>always</u> be operable during regular business hours or a Professional Fire Watch Service used during night hours when systems are shut down.
Risk 5:	Negative Public Perception of Public Construction Projects
Solution:	When the purpose of publicly funded projects is not properly explained or understood by the community, support from that community decreases. We are sensitive to this reality and understand that a proactive approach is necessary to mitigate this risk. Utilizing architectural renderings and floor plans, narratives and work plans, we will communicate the need for this project and display the information in prominent locations in the facility. We will bear any costs associated with publishing this information and will coordinate its contents with the City. Additionally, to assist in the public's understanding of the project, we will provide view windows in the noise/dust partitions around the construction area. This will allow the public and building tenants the opportunity to see the project as it progresses while also staying safe. Educating the public regarding this project will help ensure the satisfaction of the City and its citizens.
Risk 6:	Improper Care of 9/11 Monument
Solution:	The awe inspiring 9/11 Monument is both invaluable and irreplaceable. Proper care and respectful treatment of the monument is of utmost importance to ensure the City's satisfaction. One of our primary goals at the project onset will be to develop a plan for removal, handling, transit, storage and reinstallation of the monument. Although, our schedule shows a one day duration for monument removal and one day for monument reinstallation, we are prepared to increase this time as needed for proper care of this historic piece of our Nation's history.



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PROJECT ASSESSMENT PLAN - SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2):

Item 1:	Noise & Dust Control: We will maintain as much separation as possible from the building occupants and public. While many options are available for noise and dust barriers, we propose temporary partition walls, built with studs and plywood, which will absolutely minimize if not eliminate noise disruptions and dust migration.			
Impact:	Cost (\$)	Cost: \$3,000	Schedule (Days)	Schedule: +1 Day Each Phase
Item 2:	Temporary Stair Options: We are under the assumption that a temporary stair solution will be required while the existing staircase is demolished and the new staircase is being built. As a minimum standard, a scaffold type staircase will be installed. While generally functional, scaffold stairs can be perceived as a less safe alternative and may pose as challenging to young children or seniors. As an added value option, we propose fabricating a "permanent appearance" solution which would increase the project cost by +/- \$15,000, based on the level of aesthetic appearance, but which would provide the highest level of perceived safety and aesthetics.			
Impact:	Cost (\$)	Cost: +/- \$15,000	Schedule (Days)	Schedule: +5 Days
Item 3:	Temporary Restroom: An important aspect of this project will be maintaining an operational unisex restroom facility, on the first floor, for public and tenant use. While solutions include leasing temporary facilities to be placed outside the building, we propose a more functional solution which includes the complete construction of a temporary restroom within the records pick-up area. As thoroughly explained in the scope plan section, this facility will be completed in Phase II (reusing items from the existing facilities), utilized throughout Phase III, and demolished as part of Phase IV. This solution would maximize convenience for building tenants and positive public perception for the community.			
Impact:	Cost (\$)	Cost: \$5,000	Schedule (Days)	Schedule: +5 Days
Item 4:	Remove and Replace Entire Restroom Floor: The current floor finish, polished concrete, in the existing lobby, hallways and bathrooms is absolutely stunning. An initial concern that we have is the effect that the restroom demolition and reconstruction, including saw cuts for new utilities, will have on this floor. Matching the existing color and aggregate type and size, though possible, would be very difficult and costly. As value added to this project, the entire restroom floor may be redone reducing the negative aesthetic impact of patching saw cut utility trenches.			
Impact:	Cost (\$)	Cost: \$15 / SF	Schedule (Days)	+3 Days
Item 5:	Permitting by Phase: As identified in our submitted scope plan, we have approached this project using phased construction techniques. Along with the logistical benefits, phasing can also produce schedule benefits for the building occupants when each phase is permitted separately. As the scope of each phase finishes, a Certificate of Occupancy may be obtained for that specific phase, allowing the staff and public access to the newly renovated areas. From a contractor perspective, this approach is preferable and does not incur additional construction costs.			
Impact:	Cost (\$)	\$0	Schedule (Days)	Early Occupancy of Tenants
Item 6:	Online Warranty Program: As part of our professional services, our Team will incorporate an online warranty website specific to each JOC project. The website functionality includes submitting, monitoring and closing out warranty requests and is easily accessible by the City of Peoria Staff. Our Project Team includes a full-time Warranty Manager who will meet with your Facility Manager during the closing of the project to discuss the Project Team's unique on-line warranty needs. As a free service to the City, this value added item reinforces our commitment through not only completion of the project, but through the entire warranty period and beyond. This gives the City assurance that all needs will be met even after the Project Team has left the jobsite			
Impact:	Cost (\$)	\$0	Schedule (Days)	N/A



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ATTACHMENT D PROJECT DURATION SCHEDULE

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 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 Subcontractor Selection Plan. Note: This template is a placeholder only. You may delete these instructions and use this placeholder page, or attach a separate page for the Project Duration Schedule.

Please see attached schedule on the following page.



Job Order Contracting

City of Peoria - Public Safety Admin Building Security Enhancements	98	01-Jan-14	16-May-14
P0010	Pre-Design Meeting / Site Walk	1 01-Jan-14	01-Jan-14
P0020	Start Architectural Drawings	31 06-Jan-14*	17-Feb-14
P0030	Drawings to Contractor / Establish GMP	16 29-Jan-14	19-Feb-14
P0040	Drawings to City Fire Marshall For Review	1 24-Feb-14	24-Feb-14
P0050	Permits Received / NTP Issued	4 25-Feb-14	28-Feb-14
P0060	Submittals for Long Lead Items	2 25-Feb-14	26-Feb-14
Phase 1			
C0005	Protection / Relocation of Monument	1 03-Mar-14	03-Mar-14
C0010	Make-Safe Building	1 04-Mar-14	04-Mar-14
C0015	Install Dust & Safety Protection	1 05-Mar-14	05-Mar-14
C0020	Demo Existing Stairs / Install Temporary Stairs	1 05-Mar-14	05-Mar-14
C0035	Construct New Reception Desk and Stairway / Relocate Receptionist	11 05-Mar-14	19-Mar-14
C0045	Install Security / Metal Detectors	1 20-Mar-14	20-Mar-14
C0058	Confirm Life Safety Operational	1 21-Mar-14	21-Mar-14
C0068	Final Clean / Turn Over	1 24-Mar-14	24-Mar-14
Phase 2			
C0036	Relocate Personnel	1 25-Mar-14	25-Mar-14
C0038	Install Dust / Safety Partitions	1 26-Mar-14	26-Mar-14
C0040	Demo Remaining Rooms (Excluding Existing Restrooms)	2 27-Mar-14	28-Mar-14
C0050	Construction New Record and Associated Rooms / Construction Temporary Unisex Restroom in Future Record Room Pick-Up Area	8 28-Mar-14	08-Apr-14
C0080	Confirm Life Safety Operational	1 09-Apr-14	09-Apr-14
C0150	Final Clean / Turn Over	1 10-Apr-14	10-Apr-14
Phase 3			
C0055	Install Dust & Safety Partitions	14 11-Apr-14	30-Apr-14
C0060	Demo Existing Restrooms	1 11-Apr-14	11-Apr-14
C0070	Construct New Restrooms as shown	1 14-Apr-14	14-Apr-14
C0140	Confirm Life Safety Operational	10 15-Apr-14	28-Apr-14
C0170	Final Clean / Turn Over	1 29-Apr-14	29-Apr-14
Phase 4			
C0085	Install Dust & Safety Partitions	1 30-Apr-14	30-Apr-14
C0090	Demo Temporary Restroom in Records Area	12 01-May-14	16-May-14
C0100	Finish Record Pick Up Area	1 01-May-14	01-May-14
C0105	Install Fire Department Admin Counter	1 02-May-14	02-May-14
C0108	Polish Concrete Floors	1 07-May-14	07-May-14
C0110	Create Owner Punch List	1 08-May-14	08-May-14
C0120	Complete Punch List, Training / Close Out Documents	1 09-May-14	09-May-14
C0130	Final Cleaning	1 12-May-14	12-May-14
C0135	Confirm Life Safety Operational	2 12-May-14	13-May-14
C0155	Place Monument in New Location	1 14-May-14	14-May-14
C0160	Final Completion - Move-In	1 15-May-14	15-May-14
C0165	Final Completion - Move-In	1 16-May-14	16-May-14



STATEMENT OF INTEREST AND QUALIFICATIONS

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ATTACHMENT D SUBCONTRACTOR SELECTION PLAN

Overview of the Subcontractor Selection Plan (1 page)

SUBCONTRACTOR SELECTION PLAN

Step One: Using Pre-Qualified Subcontractors:

We will pre-qualify all subcontractors for any awarded JOC project. We will also enlist recommendations from the City of Peoria and the Design Team (if applicable), to be combined with our own database of subcontractor information in preparing a list of qualified subcontractors for scopes of work. Pre-qualification of those firms solicited will include a review of the following from prospective bidders:

- Financial and Bonding Capacities
- Past Performance on Similar Projects
- References and Safety Record

During Design, we will bring, at appropriate times, pre-qualified subcontractors "to the table" in order to communicate to these subcontractors specifics about the project. This initial time of Pre-Construction is an opportune time to communicate with subcontractors in order to clarify to them all scope related issues. With clarity of scope, our subcontractors' prices will be accurate; and there will be no loose ends, scope holes or misunderstandings. We believe this open form of communication with our subcontractors, beginning at design, is the key to establishing excellent subcontractor, owner, and architect relationships.

Step Two: Understanding of Scope and Assembly of Pricing:

After receipt of pricing, every subcontractor proposal shall first be evaluated for completeness of scope. Our Team will diligently read and then gain a complete understanding as to the exact scope of work each subcontractor has priced. Our goal is to be able to achieve an "apples to apples" pricing comparison for each scope of work. It will be our intent to work with the lowest responsible bid for each scope of work.

Our Team will strive to achieve three bids per scope of work. We will work as a team with the City and the Design Team (if applicable) in a final step to narrow the pre-qualified subcontractor list to a minimum of three responsible bidders for each scope of work identified in the project documents. Together, our Team will be able to consider all variables in the decision and will have the most complete knowledge in order to select the most effective subcontractors to join the team.

Step Three: Review of Scope and Price with Subcontractors:

The third step is comprised of a face-to-face meeting with the subcontractor that provided the lowest, most responsible price/bid. This interview includes an in-depth scope review session to ensure the subcontractor has complete scope understanding. If the subcontractor has "scope holes" we will allow the subcontractor to make his or her bid complete. The ultimate result is the City of Peoria benefiting from a "best value" subcontractor that is highly qualified, understands each project and delivers financial value.



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APPENDIX 1

Scoring and Ranking Submittals

Overview

The City of Peoria uses a simple linear data model to score and rank the contractors. The model uses raw data scores with a 1-10 rating, then normalizes those scores to a 100 point basis, then multiplies by the weighted percentage for the final score and ranking. Example: $8.1 = 81 \times 50\% = 40.5$.

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 (86.8 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			Vendor A		Vendor B		Vendor C	
		Weight	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
1	Responsiveness	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2	Proposal Form/References	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
3	Relevant Project Experience	5%	7.2	3.6	6.3	3.2	8.3	4.2
4	Scope Plan	20%	5.6	11.2	8.2	16.4	9.1	18.2
5	PA/VA Plan Score	15%	8.9	13.4	6.1	9.2	9.5	14.3
6	Project Duration Schedule	5%	8.1	4.1	7.8	3.9	7.8	3.9
7	Subcontractor Selection Plan	5%	8.5	4.3	9	4.5	9.5	4.8
8	Interview Score	50%	8.1	40.5	8.3	41.5	8.3	41.5
		100%		77.0		78.6		86.8
	Final Ranking			3		2		1
				Vendor A		Vendor B		Vendor C



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APPENDIX 2

Sample Project Public Safety Admin Building Security Enhancements

Project Description:

In 2003, the City of Peoria constructed a two story, 94,350 square feet joint Public Safety Administration Building on the City of Peoria Municipal Campus. The joint use facility located at 8351 W. Cinnabar Ave, houses approximately 56,600 square feet of Police functions, while the balance of the facility houses the City's Fire Administration and Channel 11 television studio. The facility was designed pre 9/11 and relies upon face to face interactions of the public and the station officer at a main lobby counter.

The nation's enlightenment as to the potential for hostile acts at all levels of government has heightened, translating into new approaches to ensuring employee and public safety in public facilities. Since 9/11 and largely as a result of available federal grants, improvements have been implemented at the PSAB to better resist vehicle delivered threats. In 2013, the City of Peoria engaged a consultant to explore opportunities to renovate the public lobby to enhance security visibility and implement security barriers to allow the Police Department to better respond to human delivered threats. In the current facility design, the lobby serves as a nexus for employee and public occupants which utilize the various first and second level meeting rooms. The lobby also serves as a vital life safety role for occupant egress to the public way via a system of major corridors and the prominent lobby staircase.

The City's current capital program presumes that a renovation will be undertaken which implements the concepts of the consultant. Such a renovation is anticipated to impact many of the existing building systems, requiring a design effort by several design disciplines. With a total capital budget of \$1,000,000, the City may opt to utilize its new Job Order Contract for General Building Construction to execute the following design build scope:

Preconstruction and Construction Services:

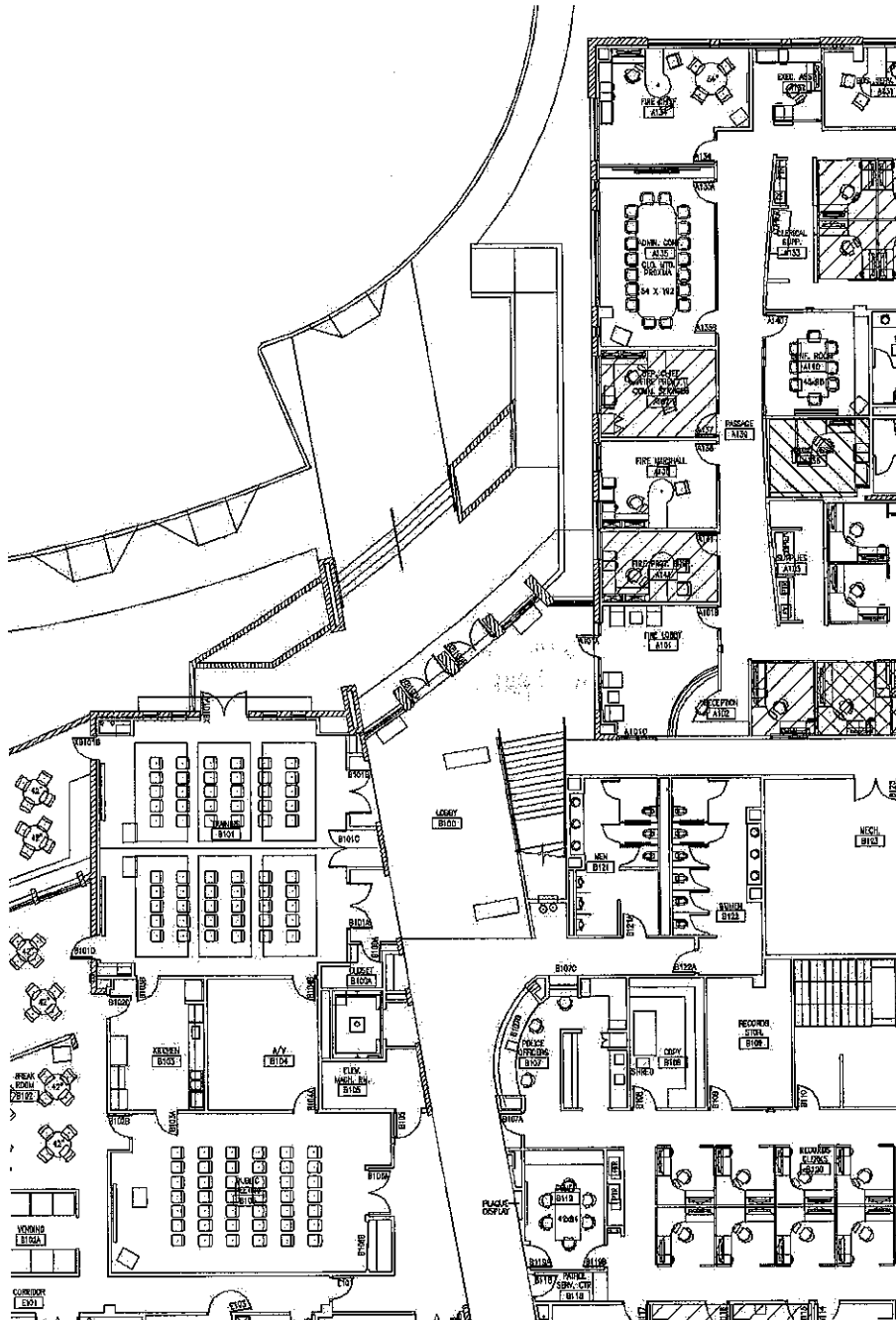
- Scope development and contract award of the required professional services, ensuring the most efficient design fee relative to the limited construction;
- Constructability review of the milestone design deliverables;
- City of Peoria Tenant Improvement permit attainment;
- Prepare a construction plan which takes into consideration the 7x24 operation of the Public Safety Administration Building;
- Prepare a construction GMP proposal;
- Execute the construction within the GMP parameters and with minimal impact to the daily operations of the facility;
- Deliver to the City of Peoria a well prepared close-out package of contractor as-builts, Operations & Maintenance Manuals, and project warranties.



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0034

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



Sample Project Existing Lobby Floor Plan

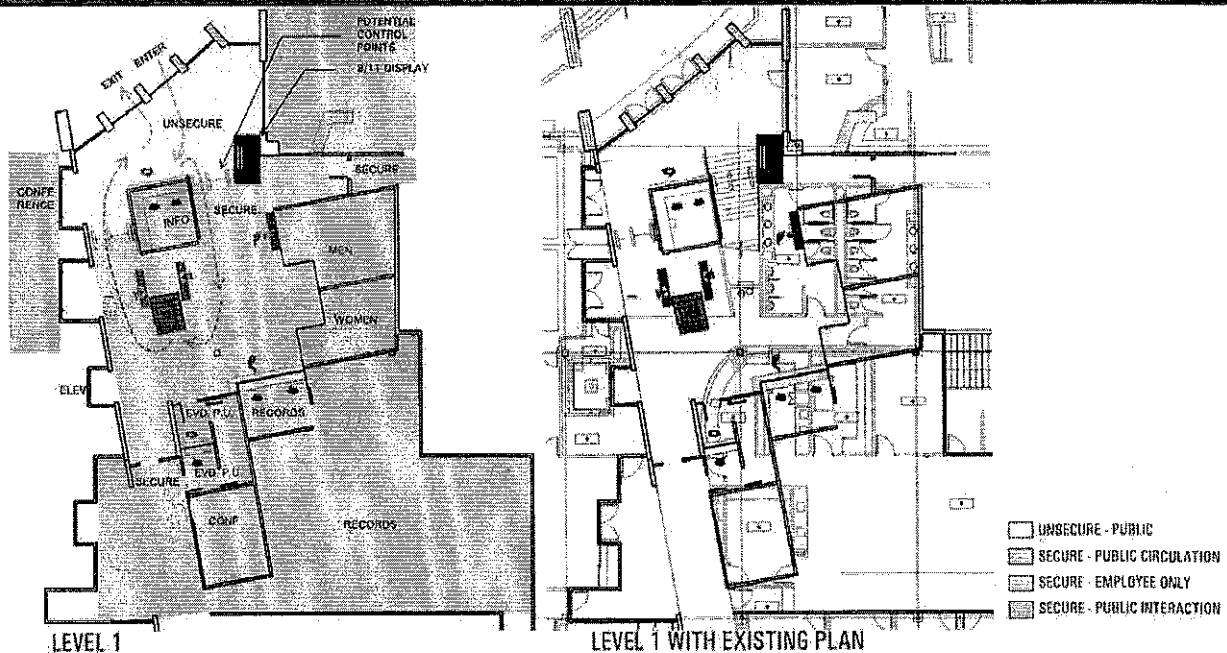


STATEMENT OF INTEREST AND QUALIFICATIONS

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PSAB Design Concepts | OPTION 2 - PLANS



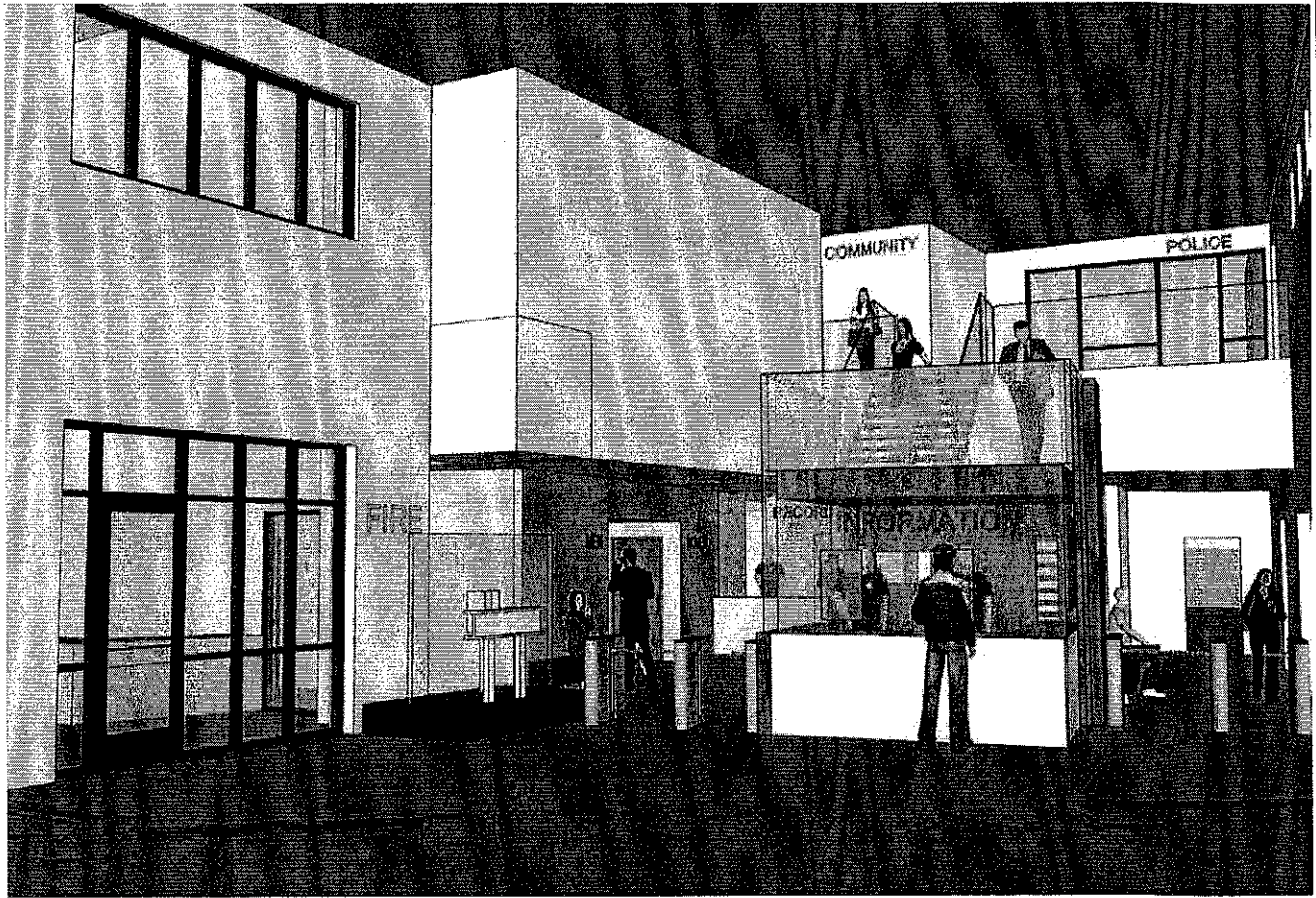
Sample Project Proposed Lobby Floor Plan



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0034

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Peoria, Arizona 85345-6560
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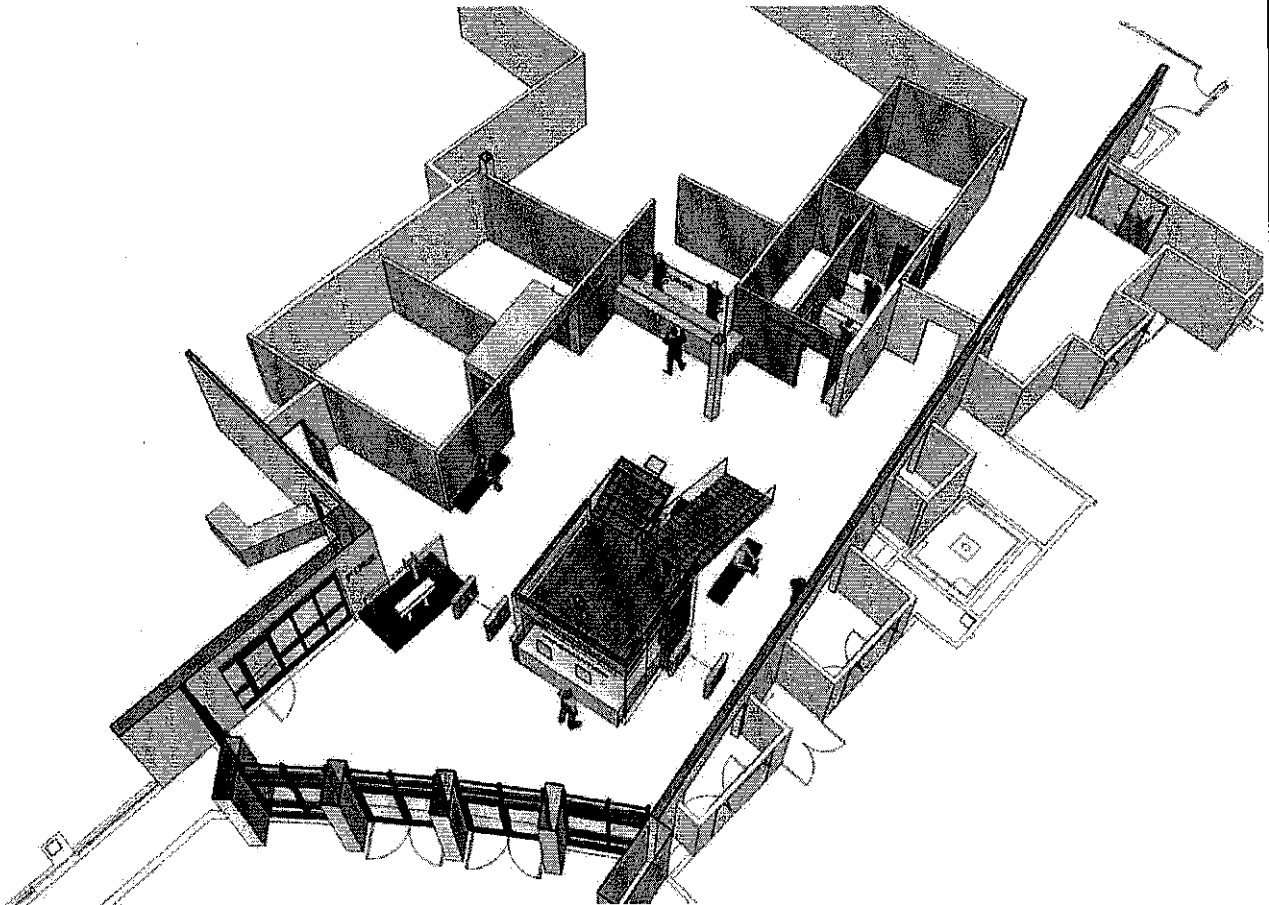
Sample Project Proposed Lobby 3D Perspective A



STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0034

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



Sample Project Proposed Lobby 3D Perspective B



SOLICITATION AMENDMENT

Solicitation No: P14-0034
Description: JOC for General Building
Construction
Amendment No: One (1)
Solicitation Due Date: November 4, 2013
Solicitation Due Time: 5:00 P.M. Arizona Time

Materials Management Procurement

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

Buyer: Christine Finney

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

The Solicitation is amended as follows:


- a. Attachment B, Relevant Project Experience, shall not contain projects where the City of Peoria was the Client.

For the benefit of all, the pre-proposal sign-in sheet, PowerPoint presentation, and additional images of the sample project have been uploaded to the FTP website.

Nothing Further

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

Vendor hereby acknowledges receipt and agreement with the amendment.



Signature Date 11/04/13
Bill Cox, Executive Vice President

Typed Name and Title
CORE Construction, Inc.

Company Name
3036 East Greenway Road

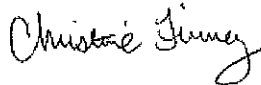
Address
Phoenix AZ 85032

City State Zip

The above referenced Solicitation Amendment is hereby Executed

October 24, 2013

at Peoria, Arizona by:



ATTACHMENT C

**JOC Cost Proposal Forms
(Pricing Matrix & Project Cost Sheet)**

(See Attached)

**City of Peoria
JOC Pricing Matrix**

P14-0034, JOC for General Building Construction

Company Name: CORE Construction, Inc.

Indirect Cost of the Work	\$1.00 to \$50,000	\$50,001 to \$250,000	\$250,001 to \$500,000	\$500,001 to \$1,000,000	\$1,000,001 to \$2,000,000
Job Order Contractor's Fee (<i>Professional Svcs</i>)	3.00%	2.00%	2.00%	2.00%	1.00%
Job Order Contractor's Fee (<i>Construction</i>)	10.00%	8.00%	7.00%	6.00%	5.00%
Payment & Performance Bonds	0.75%	0.75%	0.75%	0.75%	0.75%
Insurance:					
General Liability	0.60%	0.60%	0.60%	0.60%	0.60%
Builder's Risk	\$100	\$100	\$100	\$100	\$250
AZ/County/City Taxes (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%
(Assumes at work performed in the City of Peoria)					
Total Indirect Cost % (Excl. Professional Svcs)	16.62%	14.62%	13.62%	12.62%	11.62%
Total Indirect Cost % (Incl. Professional Svcs)	19.62%	16.62%	15.62%	14.62%	12.62%
Labor Burden Multiplier (Percentage) (on employee's base hourly wage rate)	1.42	1.42	1.42	1.42	1.42

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME:

CORE Construction, Inc.

Contract Type: JOC for General Building Construction
 Job Order No.: _____
 Fee Type: Specify Lump Sum Fixed Price or GMP
 Job Title: _____
 Location: _____

City Project No.: _____
 Contractor's Job No.: _____
 Prepared by: _____
 Date: _____
 Revision: _____

Brief Description of Work to be Performed (attach detailed scope of work, clarifications, assumptions, etc.)

SECTION A: PROFESSIONAL SERVICES (work performed lump sum and/or hourly)

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
JOC Contractor Name	Preconstruction Services (Lump Sum)	\$ 1.00
JOC Contractor Name	Preconstruction Services (Reimbursable Expenses)	\$ 1.00
Design Professional Name	Architectural & Engineering Services (Lump Sum)	\$ 1.00
Design Professional Name	Architectural & Engineering Services (Reimbursable Expenses)	\$ 1.00
Total Professional Svcs Cost (A1)		\$4.00

Position	Unit	Quantity
Construction Principal	Hours	1.0
JOC Program Coordinator	Hours	1.0
Project Manager 1 (Senior Experience Level)	Hours	1.0
Project Manager 2 (Junior Experience Level)	Hours	1.0
Superintendent 1 (Senior Experience Level)	Hours	1.0
Superintendent 2 (Junior Experience Level)	Hours	1.0
Estimator 1 (Senior Experience Level)	Hours	1.0
Estimator 2 (Junior Experience Level)	Hours	1.0
Estimating Coordinator	Hours	1.0

* includes overhead and labor burden

Professional Services Hourly Rate*		Position
Each	Total	Total
\$ 120.55	\$ 120.55	\$ 120.55
\$ 82.69	\$ 82.69	\$ 82.69
\$ 70.00	\$ 70.00	\$ 70.00
\$ 59.79	\$ 59.79	\$ 59.79
\$ 68.75	\$ 68.75	\$ 68.75
\$ 62.50	\$ 62.50	\$ 62.50
\$ 70.00	\$ 70.00	\$ 70.00
\$ 59.79	\$ 59.79	\$ 59.79
\$ 41.25	\$ 41.25	\$ 41.25
Total Professional Svcs Cost (A2)		\$ 635.32

SECTION B: LABOR (inclusive of burden)

Position	Unit	Quantity
Construction Principal	Hours	1.0
JOC Program Coordinator	Hours	1.0
Project Manager 1 (Senior Experience Level)	Hours	1.0
Project Manager 2 (Junior Experience Level)	Hours	1.0
Superintendent 1 (Senior Experience Level)	Hours	1.0
Superintendent 2 (Junior Experience Level)	Hours	1.0
Assist. Project Manager	Hours	1.0
General Superintendent	Hours	1.0
Safety Manager	Hours	1.0

Labor Cost		Position
Each	Total	Total
\$ 96.44	\$ 96.44	\$ 96.44
\$ 66.15	\$ 66.15	\$ 66.15
\$ 56.00	\$ 56.00	\$ 56.00
\$ 47.83	\$ 47.83	\$ 47.83
\$ 55.00	\$ 55.00	\$ 55.00
\$ 50.00	\$ 50.00	\$ 50.00
\$ 41.70	\$ 41.70	\$ 41.70
\$ 71.12	\$ 71.12	\$ 71.12
\$ 53.10	\$ 53.10	\$ 53.10

Project Coordinator	Hours	1.0
Laborer	Hours	1.0

\$ 33.00	\$ 33.00	\$ 33.00
\$ 28.40	\$ 28.40	\$ 28.40
Total Labor Cost		\$ 570.34

SECTION C: EQUIPMENT (supporting information attached)

Item	Unit	Quantity
Construction Vehicle w/ Fuel (Employee Allowance)	Week	1.0
Construction Pickup w/ Fuel (Light Duty)	Week	1.0
Employee Voice / Data Package (Phone / Data Card)	Week	1.0
Firm Owned Water Truck w/out driver	Week	1.0

Equipment		Item
Each	Total	Total
\$ 350.00	\$ 350.00	\$ 350.00
\$ 350.00	\$ 350.00	\$ 350.00
\$ 40.00	\$ 40.00	\$ 40.00
\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Total Equipment Cost		\$ 2,640.00

SECTION D: MATERIALS (including non-labor General Conditions / Requirements)

Item	Unit	Quantity
Material 1	day	1.0
Material 2	box	1.0
Material 3	roll	1.0
Material 4	ton	1.0
Material 5	yard	1.0
Material 6	Ea	1.0
Material 7	Ea	1.0
Material 8	ls	1.0
Material 9	mo.	1.0
Material 10	wk.	1.0

Material		Item
Each	Total	Total
\$ 1.00	\$ 1.00	\$ 1.00
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total Materials Cost		\$ 1.00

SECTION E: SUBCONTRACTORS (including JOC Contractor self-performing as a subcontractor)

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
JOC Contractor Name	Grading	\$ 1.00
JOC Contractor Name	Underground Utilities	\$ 1.00
Subcontractor Name1	Survey	\$ 1.00
Subcontractor Name2	Special Inspections	\$ 1.00
Subcontractor Name3	Electrical	\$ 1.00
Subcontractor Name4		\$ -
Subcontractor Name5		\$ -
Subcontractor Name6		\$ -
Subcontractor Name7		\$ -
Subcontractor Name8		\$ -
Total Subcontractor Cost		\$5.00

SECTION F: ALLOWANCES & CONTINGENCIES

Company	Description of Allowances & Contingencies	Item Total
JOC Contractor Name	Allowance A Description	\$ 1.00
	Allowance B Description	\$ -
	Permits	\$ -
	Materials Testing	\$ -
	Builder's Risk Insurance Premium	\$ -
JOC Contractor Name	Contractor's Construction Contingency	\$ 1.00
		\$ -
City of Peoria	Owner's Construction Contingency	\$ 1.00
		\$ -
		\$ -
Total Allowances & Contingencies Cost		\$3.00

	(%)	(\$)
Subtotal Professional Services (A1+A2)		\$639.32
JOC Contractor's Fee (Professional Services)		\$0.00
Sales Tax	5.265%	\$33.66

Total Professional Services: \$672.97

Subtotal Construction (B+C+D+E+F): \$ 3,219.34

General Liability Insurance	\$	-
Bond	\$	-
JOC Contractor's Fee (Construction)	\$	-
Sales Tax	5.265%	\$169.50

Total Construction : \$ 3,388.84

TOTAL JOB ORDER COST: \$4,061.81

Submitted by:

Name, Title

Date

REV: 12/9/2013 CF

ATTACHMENT D

**Contractor's Contacts
(Contact List & Authorized Signature Form)**

(See Attached)



Building. Growing. Leading. ...Since 1937.

ATTACHMENT D

Contractor's Contacts (Contact List & Authorized Signature Form)

Individual Job Orders, Change Orders, and Time Extension:

- Tiffany Fisher, Director of Job Order Contracting
- Bill Cox, Executive Vice President
- Dennis L. Barber, COO
- James K. Jacobs, CEO

Claims, Notice To Proceed, Bonds, Payroll, the Contract itself and any Amendments to it:

- Bill Cox, Executive Vice President
- Dennis L. Barber, COO
- James K. Jacobs, CEO

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

Employer identification number

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of Peoria, Financial Services Division
Attention: ACH
8401 W Monroe St.
Peoria, AZ 85345
Phone: 623-773-7127 Fax: 623-773-7033
Email: accountspayable@peoriaaz.gov

AUTHORIZATION FOR ACH DEPOSIT OF VENDOR PAYMENT

Payee/Vendor Name _____
Address _____
City, State, Zip Code _____
Telephone _____
Contact Name _____
Contact E-Mail _____

Complete this section for **new enrollments** or for **financial institution or account changes**.

Select One: ☐ New Enrollment ☐ Financial Institution or Account Change

Bank Name _____
Branch Name _____
Branch Address _____
City, State, Zip _____
Transit/Routing Number _____
Bank Account Number _____
Account Type (check one) ☐ Checking Account ☐ Savings Account

I, the undersigned, authorize the City of Peoria, Arizona to deposit payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the financial institution named above to post these transactions to that account. This authorization will remain in force until the City of Peoria receives written notice of cancellation from me. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Signature _____ Date _____
Name (printed) _____ Title _____

Complete this section to **cancel** your ACH electronic deposit authorization.

I, the undersigned, hereby cancel the authorization for the City of Peoria to originate ACH electronic deposit entries into my checking/savings account. This cancellation is effective as soon as the City of Peoria has reasonable time to act upon it.

Signature _____ Date _____
Name (printed) _____ Title _____

Mail the completed form to the address above or fax to 623-773-7033

For City of Peoria use only

Vendor Number _____ Date Received _____ Date Processed _____



City of Peoria • Tax & License Division • 8401 West Monroe Street
Peoria, Arizona 85345
Management Services Department

General Business License Application Packet

We wish to welcome you and express our appreciation for your interest in establishing a business within the City of Peoria. We look forward to working with you. If you have any questions, please feel free to call us at (623) 773-7160. Our Customer Service hours are from 8:00am to 5:00pm Monday through Friday. Good luck in your business success.

Below are some general instructions to help you complete the appropriate forms in order to obtain your license. This guide is intended to provide general information concerning the approval process. This information is a guide and is not intended to be a complete listing of any or all requirements of Ordinance provisions.

What business activities require a license?

Peoria City Code requires that any person or firm conducting business in Peoria shall first obtain a license. This requirement includes businesses within the corporate limits of Peoria or outside the corporate limits which conduct business or perform services within Peoria. Exemption from this requirement include churches/service organizations engaging in business for a justified nonprofit purpose, certain agricultural operations and newspaper carriers.

Type of License

The City of Peoria classifies businesses into separate categories for licensing purposes and are described as the following types:

Privilege Tax License - Contractor, Sales, Property Rentals, Amusements, Restaurants, Etc.

- Expires December 31st

Occupational License - Professional Services, Accountants, Consulting, Childcare, Etc.

- Expires one year from the date business started in Peoria.

Peddler/Vendor/Solicitor License* - Door to door sales, Hot Dog Carts, Ice Cream Trucks, Solicitation Activities, Etc.

- Expires December 31st

Alarm Agent* - Residential burglar alarm sales and/or installation.

- Expires December 31st

Alarm Business License - Residential burglar alarm business.

- Expires December 31st

Massage Therapist* or Massage Business License - Individual Massage Therapist, Masseuse, Massage Establishment, Etc.

- Expires December 31st

Second Hand Dealer* - Pawnshops, Antiques Dealers, Second Hand Stores, Etc.

- Expires December 31st

See reverse side for license fees.

*This type of license requires a background check that includes fingerprinting the applicant. This is done at the Peoria Police Department on Wednesdays between the hours of 8:00AM & 4:00PM.

To avoid delays in processing your application, please complete all applicable forms and submit fees jointly with your application to:

City of Peoria
Customer Service Dept.
8401 W. Monroe St
Peoria, AZ 85345



City of Peoria Business License Application

8401 W. Monroe St.
Peoria, AZ 85345
(623) 773-7160

Apply Online at eTax.PeoriaAz.Gov

Check any that apply:				Former Owner (If applicable)		Previous City License #		License #
<input type="checkbox"/> New Business								APPLICANT USE
<input type="checkbox"/> New Owner of Existing Business								
<input type="checkbox"/> Name Change Only				Current City License #		Date of Change		AMOUNT DUE
<input type="checkbox"/> Location Change								\$
Do you sell, store or handle any hazardous materials? <input type="checkbox"/> Yes* Explain: _____ <input type="checkbox"/> No								LICENSE FEE TABLE PRIVILEGE TAX LICENSE = \$70.00 OCCUPATIONAL LICENSE = \$75.00
*NOTE: If YES, contact the necessary departments listed in the instruction brochure before proceeding.								
SECTION I. BUSINESS INFORMATION								
Business Name (Individual, Company or "DBA", first name first)								
Street No. (N,E,S,W)		Street Name		City		State		BUSINESS START DATE IN PEORIA IS MANDATORY
				ZIP Code + 4		Area Code		
Start Date in Peoria		E-mail address		Business Telephone #		Federal ID #		
SECTION II. MAILING ADDRESS & PHONE NUMBER								FOR OFFICE USE ONLY
Enter Name if Different from Section I (above) or Enter 'In-Care-Of' Name								
Street No. (N,E,S,W)		Street Name		City		State		
				ZIP Code		Area Code		
SECTION III. BUSINESS OWNERSHIP & RECORD LOCATION								FEES ARE NOT REFUNDABLE
Ownership <input type="checkbox"/> Individual <input type="checkbox"/> LLC <input type="checkbox"/> Corp. - State Inc. <input type="checkbox"/> Gen. Partnership <input type="checkbox"/> Ltd. Partnership <input type="checkbox"/> Other _____								
1) Owners, Partners, LLC Members, or Officers (For Additional Names, Please Attach List)								
2) Corporate or LLC Statutory Agent								
Name		Home Address		City		State		Industrial Waste Approval
				ZIP Code		Phone No. ()		
Name		Home Address		City		State		
				ZIP Code		Phone No. ()		
Name		Address		City, state, zip				
Section IV. Business Type								
Business Type <input type="checkbox"/> Amusement <input type="checkbox"/> Construction Contracting <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Manufacturer <input type="checkbox"/> Restaurant/Bar <input type="checkbox"/> Retail Sales								
<input type="checkbox"/> Commercial Rental <input type="checkbox"/> Residential Rental(s) - Attach List of addresses <input type="checkbox"/> Use Tax <input type="checkbox"/> Other _____								
Describe Nature of Business								Registrar of Contractors #
Check method you will use in submitting reports: <input type="checkbox"/> Cash Receipts <input type="checkbox"/> Accrual _____ # of Employees								
Section V. Business Premises Status								
Check one: Do you own your business location? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is this your residence? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If no, complete Landlord/Property Manager information								
Landlord/Property Manager Name				Address		Phone # ()		
Do you rent a portion of the business premises to another entity? <input type="checkbox"/> Yes <input type="checkbox"/> No								
I certify that the statements made in this application are true and complete to the best of my knowledge. I have read and complied with all statutes, ordinances, and other requirements affecting public peace, health, and safety. I accept the license authorized and issued in response to this application with the condition that I report timely and pay any and all taxes due by me to the City of Peoria. I understand that license and application fees are non-refundable and that incomplete forms may delay processing.								
IF APPLICABLE, BE SURE ALL SALES TAX HAS BEEN PAID BY FORMER OWNER. BY LAW, YOU MAY BE LIABLE FOR ANY UNPAID TAX.								
Print Name		Signature		Title		Date		



License #: _____

Zoning Clearance – Business Privilege/Occupational License

Please complete the following section:

Applicant: _____

Address: _____

Phone: _____ Is the property currently vacant? Yes ☐ No ☐

Name of Business: _____

Property Address Location: _____

Proposed Use: _____

Are there any improvements planned to the existing property? If yes, please explain.

Signature _____

Date _____

Note: If the business is to be operated from a residence, please complete, sign and attach the Home Occupation Statement and Limitations form.

Note: Approval of this form shall not be construed as implied or expressed certification that the premises listed above conforms with the Zoning Ordinance or other adopted City Code. Approval of this form is limited certification that the above-described use is a permitted use within the applicable zoning district. Additional zoning requirements are contained in Chapter 14 of the Peoria City Code (1977 Edition). Further information or clarification can be obtained from the Current Planning Division at 8401 W. Monroe Street, Peoria, Arizona 85345, or telephone: (623) 773-7200.

(Office Use Only – Do Not Write Below Line)

Reference Number: _____ Zoning: _____

Use Approved: _____ Use Denied: _____

Conditions of Approval or Reasons for

Denial: _____

*****COMPLETE ONLY IF YOUR BUSINESS IS PHYSICALLY LOCATED IN THE CITY OF PEORIA*****

License Number _____

PEORIA POLICE DEPARTMENT RESPONSIBLE PARTY INFORMATION

NAME OF BUSINESS: _____

ADDRESS: _____

BUSINESS PHONE: _____ BUSINESS HOURS: _____

OWNER OR RESPONSIBLE PERSON: _____

HOME PHONE #: _____ MOBILE PHONE #: _____

HOW LONG WILL IT TAKE HIM/HER TO RESPOND TO THE STORE/BUSINESS SITE? _____

ALTERNATE RESPONSIBLE PERSON: _____

BUSINESS PHONE: _____ BUSINESS HOURS: _____

HOW LONG WILL IT TAKE HIM/HER TO RESPOND TO THE STORE/BUSINESS SITE? _____

NAME OF ALARM COMPANY (IF APPLICABLE): _____

ALARM COMPANY'S PHONE NUMBER: _____

TYPE OF ALARM: SILENT ☐ AUDIBLE ☐ PANIC ☐

FIREARMS ON PREMISES: YES ☐ NO ☐ IF YES, WHAT TYPE: _____

HAZARDOUS MATERIALS PRESENT: YES ☐ NO ☐ IF YES, WHAT TYPE: _____

OTHER PERTINENT INFORMATION FOR RESPONDING POLICE AND/OR FIRE PERSONNEL? _____

CITY CODE COMPLIANCE RESPONSIBLE PARTY: *Peoria fully supports business entrepreneurs. At the same time, public safety requires compliance with all city code regulations. Each business must identify a "Code Compliance Responsible Person" ("CCRP") who is an actual person responsible for supervising and controlling code compliance. This person is whom you designate that code may contact because of their management position and oversight of your company operations. You may change this designation in writing. You must provide this information as part of the application process. Thank you for your cooperation.*

FIRST, MI, LAST NAME: _____

PHYSICAL STREET ADDRESS: _____

MAILING ADDRESS: _____

DRIVERS LICENSE #: _____ DATE OF BIRTH: _____

E-MAIL ADDRESS: _____ PHONE #: _____

Contact the Peoria Police Department if you have any questions at (623) 773-8311 Fax (623) 773-7030

NOTE: This form will become the property of the Peoria Police Department. Please notify the Peoria Police Department of any change in ownership or responsible party information.



Home Occupation Statement

Answer the questions listed below to provide staff with the information necessary to evaluate the conformance of your proposed business to the Home Occupation requirements listed in the attached affidavit.

1. Business Name: _____
2. Business Address: _____
Phone Number: _____ Day _____ Night _____
3. Fully describe the proposed home occupation: _____

4. Identify the hours of operation: _____
5. List the general activities which will occur at the above listed address: _____

6. List any items related to the proposed business which will be stored at the listed address including equipment, vehicles and material(s): _____

7. Identify any machinery to be operated from the premise in conjunction with proposed business: _____

8. Will you receive customers, clients or commercial deliveries at the above listed address? If yes, explain the number of deliveries and the number of clients per hour: _____

9. Identify the number of employees (excluding household members) to be employed in your business: _____
Will any employees report directly to the listed address? If yes, explain: _____

10. Are there any existing or planned building alterations or building additions associated with the Home Occupation? If yes, explain: _____

I hereby certify that the above information is true and correct.

Signature Required _____

Date: _____

Please carefully read the following Home Occupation requirements before signing.



Home Occupation Limitations

Section 14-3 Home Occupations

A home occupation is an accessory use of the primary dwelling unit permitted either by-right or by conditional use permit. Home occupations are generally conducted and located such that the average neighbor, under normal circumstances, would not be aware of their existence. The standards set forth in this section of the City of Peoria Zoning Ordinance are intended to ensure compatibility of the home occupation use with the residential character of the neighborhood. The proposed use shall be clearly accessory or incidental to the residential use of the main building to qualify as a home occupation use under this section.

(Please initial at each statement indicating that you have read and understand each of the above requirements.)

- A. A Home Occupation where permitted, except for Day Care Group Homes, shall be considered a permitted accessory use when it complies with the following regulations.
1. No changes shall be made which alter the residential appearance of the building. This shall include alterations or additions to the existing building(s) and construction of parking areas or garages in excess of what is common to the surrounding area.

 2. No signs shall be allowed advertising a Home Occupation.

 3. Home Occupations shall not have exterior display, exterior storage of materials or equipment or other exterior indication of the Home Occupation.

 4. The Home Occupation shall not be discernable from beyond the premises, particularly emissions of noise, light, dust, gas, vibration, odor or smoke.

 5. The Home Occupation shall not involve more than one (1) business caller or visitor at a time and not more than two visitors per hour, nor commercial deliveries or outside services beyond those normal and incidental to the residential uses in the district.

 6. The Home Occupation shall be conducted by a resident or residents of the dwelling unit only. No outside employees shall be employed at the site, and not more than one employee may report to the site for off-site employment.

 7. No unusual load shall be placed on power, sewer, water or other utilities as a result of the Home Occupation use.

 8. External activity resulting from the Home Occupation shall be limited to the hours between 7:00 a.m. and 10:00 p.m.

 9. No more than two (2) commercial vehicles may be parked on the Home Occupation site for personal use, except as provided by the City Code and no storage of commercial vehicles shall be allowed.

 10. All Home Occupations shall be subject to the standards contained herein and shall be approved by the City prior to the initiation of any business activity.

 11. A valid sales tax and/or business license shall be obtained for the Home Occupation use.

I hereby certify that I have read and understood the above regulations concerning Home Occupations. I agree to comply with them. Further, it is my understanding that failure to comply with the above regulations or complaints received from local residents may cause my license to be revoked.

Signature of Applicant

Date



License #: _____

Legal Arizona Workers Act Compliance Guidelines
House Bill 2745
Chapter 152

City of Peoria Licensing Eligibility

Effective October 1, 2008, before issuing a license to an individual, the individual must present one of the following documents to the City of Peoria indicating that the individual's presence in the United States is authorized under federal law:

Check the box next to the document indicating lawful presence and provide a copy of the document with your business license application.

<input type="checkbox"/>	An Arizona driver license issued after 1996 or an Arizona non-operating identification license.
<input type="checkbox"/>	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of States' Driver's License Requirements)
<input type="checkbox"/>	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
<input type="checkbox"/>	A United States certificate of birth abroad.
<input type="checkbox"/>	A United States passport.
<input type="checkbox"/>	A foreign passport with a United States visa.
<input type="checkbox"/>	An I-94 form with a photograph.
<input type="checkbox"/>	A United States citizenship and immigration services employment authorization document or refugee travel document.
<input type="checkbox"/>	A United States certificate of naturalization.
<input type="checkbox"/>	A United States certificate of citizenship.
<input type="checkbox"/>	A tribal certificate of Indian blood.
<input type="checkbox"/>	A tribal or bureau of Indian affairs affidavit of birth.

This provision does not apply to an individual, if **either**:

1. BOTH of the following apply:
 - a. The individual is a citizen of a foreign country or, if at the time of application, the individual resides in a foreign country.
 - b. The benefits that are related to the license do not require the individual to be present in the United States in order to receive those benefits.
- OR
2. ALL of the following apply:
 - a. The individual is a resident of another state.
 - b. The individual holds an equivalent license in that other state and the equivalent license is of the same type being sought in this state.
 - c. The individual seeks the Arizona license to comply with this state's licensing laws and not to establish residency in this state.

Signature of applicant_____
Date_____
Signature of City of Peoria employee_____
Date

License #: _____

Overview of States' Driver's License Requirements

States that require a Social Security number (SSN) for a driver's license with no exceptions (1).	SD.
States that require an SSN for a driver's license, but have exceptions to that rule (50).	AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MD, ME, MA, MN, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, TN, TX, UT, VA, VT, WA, WV, WI, and WY.
States that have lawful presence requirements in the law (29).	AL, AZ, AR, CA, CO, CT, FL, GA, ID, IN, KS, KY, LA (grants temporary licenses to those in the agricultural industry, regardless of immigration status), MN, MS, MO, MT, NH, NJ, OH, OK, PA, SC, SD, TN, VA, VT, WI, and WY.
States that have lawful presence requirements that are created by agency policy or the combination of documents required of driver's license applicants (15).	AK, DE, DC, IL, IA, MA, NE, NV, NY, NC, ND, OR, RI, TX, and WV.
States that don't have lawful presence requirements (7).	HI, ME, MD, MI, NM, UT, and WA.
States that accept the ITIN as an alternative to the SSN (5).	IL (in the case of religious objections) KY, NM, UT, and WV
States that accept the <i>matricula consular</i> or other foreign ID card as a form of ID (7).	IN, MI (accepted on case-by-case basis), NE, NM, TX, UT, and WA.
States that require that the driver's license expire with an immigrant's visa (31).	AL, AZ, CA, CO, DC, GA, FL, IA, IN, KY, LA, MN, MO, MT, NJ, NV, NY, NC, ND, OH, OK, PA, SC, SD, TN, UT, VT, VA, WV, WI, and WY.



PEORIA FIRE DEPARTMENT

8351 West Cinnabar Avenue
Peoria, Arizona 85345

Date: December 24, 2012
To: Business License Applicants within Peoria's City Limits
From: Peoria Fire Department – Fire Prevention
Subject: Required Operational Permits

Effective January 1, 2013, part of the business license application process will be the verification of the need for an annual operational permit from the Fire Department. In order to not delay your application, please review the following list of either business types or processes that typically require a permit. If you are one of these types of businesses or perform one or more of the operations, you will need to contact the Peoria Fire Department – Fire Prevention Division to apply for the necessary permit.

In order for the Fire Department to approve the business license application the business must have a current year Operational Permit or have started the application process. The Fire Department permit application can be found on our website (www.peoriaaz.gov/fire) along with guides for certain permit types. Certain homebased businesses cannot be approved if they involve dangerous or hazardous materials. Check the appropriate box on both pages and sign the last page to confirm you have reviewed the lists.

The following are types of business operations that may require an annual operational permit. For specific questions contact Fire Prevention at (623) 773-7279.

Amusement Building

Indoor special amusement buildings or portions thereof.

Aviation Facilities

Aircraft serving or repair and aircraft fuel servicing equipment

Carnivals/Fairs

Outdoor carnivals or fairs with or without rides

Covered Mall Buildings

Indoor or outdoor

Dry Cleaning Plants

Includes buildings or portions of buildings where process is conducted

Exhibits and Trade Shows

Indoor exhibits and trade shows

HPM Facility

Hazardous Production Material within a semiconductor plant

Lumber Yard and Wood Working Plant

Storage or processing over 100,000 board feet

Places of Assembly

Restaurants, night clubs and bars

Repair Garage and Fuel Dispensing

Vehicle repair facilities and fuel dispensing

Tents, Canopies & Membrane Structures

Tent 200 sq. ft. and/or canopy/membrane structure 400 sq. ft.

Tire Rebuilding Plant

Operation or maintenance of a tire plant

- ☐ This business license application does involve one of the above business types.
- ☐ This business license application does not involve one of the above business types.

Serving with: Strength - Honor - Compassion

The following are types of operations that may require an annual operational permit. For specific questions contact Fire Prevention at (623) 773-7279.

Aerosol Products

Manufacturer, store or handle 500 lbs of Level 2 or 3 aerosol product

Cellulose Nitrate Film

Store, handle or use in a Group A occupancy

Combustible Dust Producing Operation

Plant, storage or operation that produces dust at 420 microns or less

Combustible Fibers

Storage or handling greater than 100 cu. ft.

Compressed Gases

Amount varies per Table 105.6.8, Contact the Fire Department

Cryogenic Fluids

Amount varies per Table 105.6.10, Contact the Fire Department

Cutting and Welding

On site processes

Explosives

Any amount including consumer fireworks

Fire Hydrants and Valves

To use or operate except by water company employees

Flammable and Combustible Liquids

Class I greater than 10 gallons, Class II greater than 60 gallons

Floor Finishing

Exceed 350 sq. ft. with Class I or II liquid

Fruit and Crop Ripening

When using ethylene gas

Fumigation & Thermal Insecticidal Fogging

To operate a business or store toxic or flammable fumigant

Hazardous Materials

Amount varies per Table 105.6.20, Contact the Fire Department

High Piled Storage

Storage greater than 12 feet and exceeds 500 sq. ft. of area

Hot Work Operations

On site processes

Industrial Ovens

Class A, B, C and D furnaces

Liquid or Gas Fueled Vehicles in Assembly

Display, operate or demonstrate inside an assembly occupancy

LP Gas

Storage or use above 125 gallons

Magnesium

Melt, cast, heat treat or grind more than 10 lbs.

Miscellaneous Combustible Storage

Store more than 2,500 cu. ft. on property (inside or outside)

Open Burning

Bonfires for educational or religious. Burning for reconized silviculture

Open Flames and Torches

Use a torch to remote paint or to use in a hazardous area

Open Flames and Candles

Use open flames or candles in assembly areas in bars or restaurants

Organic Coatings

Manufacture more than 1 gallon per day

Private Fire Hydrants

To remove a fire hydrant from service

Pyrotechnic Special Effects Materials

Any amount

Pyroxylin Plastics

Store or handle more than 25 lbs.

Refrigeration Equipment

More than 220 lbs of Group A1 or more than 30 lbs or any refrigerant

Rooftop Heliport

Any rooftop heliport

Spraying or Dipping

Spray or dipping using flammable or combustible liquids or powders

Storage of Scrap Tires and Tire Byproducts

Establish, conduct or maintain more than 2,500 cu. ft. of tires

Waste Handling

Wrecking yards, junk yards and waste material handling facilities

Wood Products

Store chip or hogged material greater than 200 cu. ft.

Fire Protection Contractor

Service or install any fire protection equipment

- ☐ This business license application does involve one of the above operations.
- ☐ This business license application does not involve one of the above operations.

Signature: _____

Date: _____