



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE
OF JOC SERVICES**

B&F CONTRACTING, INC.
JOC CIVIL CONSTRUCTION SERVICES

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on this ____ day of 2026 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and B&F Contracting, Inc., an Arizona corporation (the “**JOC**”). The Town and JOC are the only parties to this Agreement; each is an individual “**Party**,” and together they are the “**Parties**.”

RECITALS

A. On January 28, 2025, after a competitive procurement process, the City of Scottsdale entered into Job Order Contracting No. 2025-005-COS with the JOC (the “**Base Agreement**”) to purchase services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Base Agreement permits its cooperative use by other entities, including the Town.

C. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

D. The Parties desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Base Agreement and this Agreement, (ii) establish the terms and conditions under which the JOC may provide the Town with job order contracting services, as more particularly set forth in Section 2 below (the “**Services**”), and (iii) set the maximum aggregate amount to be expended for the Services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Contract Term and Renewal. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 27, 2027, unless terminated, canceled, or extended as otherwise provided in this Agreement.

1.1 The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the JOC notice of its intent to extend this Agreement.

1.2 Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the Services provided under this Agreement.

2. Purchase of Services. This is an indefinite-quantity, indefinite-delivery Agreement for Services under the terms, conditions, and specifications of the Base Agreement, which are incorporated into and form an enforceable part of this Agreement, except to the extent superseded herein. The Town does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will be made only when the Town identifies a need and the proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the JOC shall provide the Services to the Town in such quantities and configurations agreed upon between the Parties, in a written invoice, quote, job order, or other form of written agreement describing the work to be completed (each, a "**Job Order**"). Each Job Order shall (i) contain a reference to this Agreement and the Base Agreement and (ii) be appended hereto as part of **Exhibit B** and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Base Agreement will be subject to rejection.

2.1 Unauthorized Conditions. The JOC acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "**Unauthorized Conditions**"), other than the Town's project-specific requirements and mutually-agreed-upon prices, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Base Agreement shall not alter such terms and conditions or relieve the JOC from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed, if applicable, and such renewal includes any Unauthorized Conditions, those terms will be null and void.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period after issuance. Should a Job Order be canceled, the Town agrees to reimburse the JOC for actual, documentable costs incurred by the JOC arising from and after issuance of the Job Order. The Town will not reimburse the JOC for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of the Job Order, or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the JOC an amount not to exceed \$1,000,000 over the entire term of this Agreement, including any renewal terms, as applicable for Services at the unit rates set forth in the Base Agreement and as more particularly set forth in each Job Order.

4. Payment. The Town shall pay the JOC monthly, based upon acceptance and delivery of Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Base Agreement and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Goods delivered, time expended, and Services performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Base Agreement may be rejected and returned.

5. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject

to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the JOC informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The JOC hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this Section.

6. Rights and Privileges. The Town is entitled to receive, and the JOC shall provide to the Town, the same benefits under the Base Agreement that are extended to The City of Scottsdale. To the extent needed to fulfill the purpose of this Agreement, all references to The City of Scottsdale in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

7. Records and Audit Rights. To ensure that the JOC and its subcontractors are complying with the warranty under Section 8 below, the JOC’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the JOC’s and its subcontractors’ employees who perform any work or provide any Services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on the JOC’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (ii) evaluation of the JOC’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as set forth in this Section, the JOC and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the JOC pursuant to this Agreement. The JOC and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the JOC or its subcontractors reasonable advance notice of intended audits. The JOC shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the JOC and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23-214(A). The JOC’s or its subcontractor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. Safety Plan. The JOC shall provide the Services in accordance with a safety plan that is compliant with the Occupational Safety and Health Administration, American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the JOC’s sole determination, the Services to be provided do not require a safety plan, the JOC shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

10. Indemnification. In addition to and in no way limiting the provisions set forth in Section 6 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to The City of Scottsdale, to the extent provided under the Base Agreement, and such insurance coverage and indemnifications shall inure to and apply with equal effect to the Town under this Agreement including, but not limited to, the JOC's obligation to provide indemnification and insurance. In any event, the JOC shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the JOC, its officers, employees, agents, or any tier of subcontractor in connection with the performance of this Agreement.

11. Insurance. In addition to and in no way limiting the provisions set forth in Section 6 above, the Town shall be afforded all of the insurance coverage afforded to The City of Scottsdale, to the extent provided under the Base Agreement, and such insurance coverage shall inure to and apply with equal effect to the Town under this Agreement including, but not limited to, the JOC's obligations to provide insurance and to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the JOC shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the JOC's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

12. Israel. To the extent applicable under Ariz. Rev. Stat. § 35-393 through § 35-393.03, the JOC certifies that it is not currently engaged in, and agrees to not engage in, for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

13. Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

14. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

15. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Base Agreement, or invoices, the documents shall govern in that order.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the JOC warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

17. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

18. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

19. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the

Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection:

If to the Town: Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253
Attn: Chad Weaver, Community Development Director

With copy to: Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253
Attn: Town Attorney

If to the JOC: B&F Contracting, Inc.
11023 N 23rd Ave
Phoenix, AZ 85029
Attn: Bruce Balls, Chief Executive Officer

Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

“JOC”

B&F CONTRACTING. INC.,
an Arizona corporation

Signature

Name

Title

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE
OF JOC SERVICES**

B&F CONTRACTING, INC.
JOB ORDER CONTRACTING

**EXHIBIT A
BASE AGREEMENT**

See attached: Job Order Contracting Master Agreement 233828ROQ, dated January 28, 2025.



CITY OF SCOTTSDALE

JOB ORDER CONTRACT

CONTRACT NO. 2025-041-COS

TABLE OF CONTENTS

RECITALS.....1

ARTICLE 1 - CONTRACTOR’S SERVICES AND RESPONSIBILITIES1

ARTICLE 2 - CITY’S SERVICES AND RESPONSIBILITIES17

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME.....20

ARTICLE 4- CONTRACT PRICE AND JOB ORDER PRICE23

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME.....24

ARTICLE 6 - PROCEDURE FOR PAYMENT.....30

ARTICLE 7 - CLAIMS AND DISPUTES33

ARTICLE 8 - SUSPENSION, TERMINATION AND CANCELLATION35

ARTICLE 9 - INSURANCE AND BONDS.....39

ARTICLE 10 - INDEMNIFICATION44

ARTICLE 11 - GENERAL PROVISIONS.....45

ARTICLE 12 - DEFINITIONS.....59

EXHIBIT A - STATUTORY PERFORMANCE BOND

EXHIBIT B - STATUTORY PAYMENT BOND

CITY OF SCOTTSDALE

CONTRACT NO. 2025-041-COS

THIS JOB ORDER CONTRACT, (the "Contract") is entered into this 8th day of April, 2025, (the "Effective Date") between the City of Scottsdale, an Arizona municipal corporation, (the "City") and B&F Contracting, Inc., an Arizona corporation, (the "Contractor") each of which may herein be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The Mayor of the City of Scottsdale, Arizona, is authorized and empowered by the provisions of the City Charter to execute contracts for construction and related services.
- B. The City intends to contract for construction and related services for one or more individual Job Orders.
- C. Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages Contractor for these services.

FOR AND IN CONSIDERATION of the mutual covenants and considerations contained in this Contract, it is agreed by the City and Contractor as follows:

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1. GENERAL SERVICES

- A. Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities specified in the individual Job Order for which it is issued a Job Order Notice to Proceed in accordance with this Contract. The City may determine it is in its best interest to furnish materials and equipment for an individual Job Order in accordance with the Job Order.
- B. The Work will be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the monitoring of the City Engineer, or her properly authorized agents, within the care and skill of a qualified contractor in Scottsdale, Arizona.
 - 1. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, Contractor will seek the services of an Arizona registered architect or engineering professional to prepare plans for permitting. The procurement of design services will be in accordance with City of Scottsdale procurement procedures. If the services of a design professional are used, the design professional must maintain at least \$1,000,000 Professional Liability Coverage.
 - 2. All documents prepared by Contractor are subject to review by the City. Review by the City is for the benefit of the City only, is not intended to be

for the benefit of any other person, and does not relieve Contractor from the professional liability associated with the documents they have prepared.

3. Contractor's Representative shall be reasonably available to the City and will have the necessary expertise and experience required to supervise the Contract Services. A Contractor's Representative will be assigned for each Job Order. Contractor's Representative will communicate regularly with the City and will be vested with the authority to act on behalf of Contractor.
- C. The City is a member of \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, Maricopa County, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under \$AVE Cooperate Purchasing Agreement, and with the concurrence of successful Respondents under this solicitation, a member of \$AVE may access a contract resulting from this solicitation issued by the City. By signing the JOC Contract, Contractor agrees to allow other \$AVE members the ability to purchase their needs and "use" this contract for JOC requirements.

1.2. GOVERNMENT APPROVALS AND PERMITS

- A. Unless otherwise provided, Contractor will obtain or assist the City in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. Contractor is responsible for obtaining payment for the necessary environmental permits or file the necessary environmental notices.
- B. Copies of these permits and notices must be provided to the City's Representative before starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- C. The City is responsible for the City of Scottsdale review and permit(s) fees for building and demolition permits. The City will pay City review fees for grading and drainage, water, sewer, storm water management, and landscaping. The City will also pay for City utility design fees for permanent services.
- D. Contractor is responsible for all other permits and review fees not specifically listed in Article 1.2(C) above.
- E. Contractor is responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water will be Contractor's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- F. The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuse haul-off as indicated upon the plans, which are required in addition to existing easements or rights-of-way secured by the City."

1.3. PRE-CONSTRUCTION CONFERENCE

- A. After execution of a Job Order and before the commencement of any Work on any individual Job Order, a pre-construction conference may be scheduled.
- B. The purpose of this conference is to establish a working relationship between Contractor, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- C. At a minimum, attendees will include Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and Contractor's safety officer.
- D. The Job Order Notice to Proceed date will be established.
- E. Contractor will provide a Baseline Project Schedule indicating duration, manpower and equipment resources required to complete all major work activities. The City and Design Team will review and comment on the Baseline Project Schedule. Contractor will revise the Baseline Project Schedule to the satisfaction of the City's Representative. No work will begin until the City accepts the Baseline Project Schedule.
- F. Contractor will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These values will reflect the actual labor time, materials, profit and overhead for the Work or in accordance with Contractor's price book.

1.4. CONTROL OF THE WORK

Contractor will properly guard and protect all partially finished work and will be responsible for the Work until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the Work will not release Contractor from this responsibility; however, he will turn over the entire Work in full compliance with the specifications or Job Order before final settlement is made. In case of suspension of the Work for any cause whatever, Contractor is responsible for the Project and will take all precautions necessary to prevent damage to the Project and will erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- A. After all Work under the Job Order is completed, Contractor will remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the Work from the site of the Work.
- B. Unless the Job Order states that it is the responsibility of the City or a separate contractor, Contractor will provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, other temporary facilities, temporary fencing, roll-offs, and dust control to permit Contractor to complete the Work consistent with the Job Order.

- C. Contractor will perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. Contractor will at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- D. Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by Contractor.
- E. Contractor, its designee or Contractor's Superintendent will be present at the Work at all times that construction activities are taking place.
 - 1. All elements of the Work, such as concrete work, pipe work, etc., will be under the direct supervision of a foreman or his designated representative on the Site who will have the authority to take actions required to properly carry out that particular element of the Work.
 - 2. In the event of noncompliance with Article 5.1, the City may require Contractor to stop or suspend the Work in whole or in part.
- F. Where the Job Order requires that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for the work is approved.
- G. Before ordering materials or doing work, Contractor and each Subcontractor will verify measurements at the Site and will be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, will be submitted to the City for resolution before proceeding with the Work.
- H. Contractor will take field measurements and verify field conditions and carefully compare these field measurements, conditions and other information known to Contractor with the Job Order before starting activities. Errors, inconsistencies or omissions discovered will be immediately reported to the City.
- I. Contractor will establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for the accuracy and protection of these items. This work will be performed or supervised by an Arizona licensed civil engineer or surveyor.
- J. Any person employed by Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly will, at the written request of the City, be removed from the Work by Contractor or Subcontractor employing this person, and will not be employed again in any portion of the Work without the written approval of the City. Contractor or Subcontractor will hold the City harmless from damages or claims, which may occur in the enforcement of this Article.
- K. Contractor assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance.

Nothing in the Contract Documents is intended or considered to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

- L. Contractor will coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- M. On a daily basis, Contractor will prepare a Contractor's Daily Report. The City's CPM Project Inspector or the Public Works Project Coordinator will provide a sample report format to the Contractor. The report will detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated, and all personnel on the Site including Subcontractors. Unless otherwise arranged, the Daily Reports will be submitted on a daily basis to the City's CPM Inspector or the Public Work's Project Coordinator. The Daily Reports will also be made available to the City's Representative upon request. Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.
- N. In the event of noncompliance with this Article 1.4, the City may require Contractor to stop or suspend the construction in whole or in part. Any suspension due to Contractor's noncompliance will not be considered a basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

- A. Throughout all phases of construction, including suspension of the Work, Contractor will keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions of it to permit the City to occupy the Project or a portion of the Project for its intended use.
- B. Dust Control. Contractor will take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures will be maintained at all times during construction of the Project(s) to the satisfaction of the City in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.
- C. Dust Control Coordinator. At any City construction site of 5 acres or more of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, Contractor must have at all times at the Site, at least 1 Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating

operations that is related to the purposes for which the Dust Control Permit was issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above Article do not apply if all 3 of the following circumstances are present:

1. The area of disturbed surface area is less than 5 acres.
2. The previously disturbed areas are stabilized in accordance with the requirements of any applicable County rules.
3. Contractor with the Dust Control Permit provides notice of the acreage stabilized to the County Control Officer.

On sites with greater than 1 acre of disturbed surface area, Contractor holding a Dust Control permit issued by a County Control Officer, who is required to obtain a single permit for multiple noncontiguous sites that is required to control PM-10 emissions from dust generating operations must have at least 1 individual who is designated as a Dust Control Coordinator. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator. The Dust Control Coordinator must be present on Site at all times during primary dust generating activities that are related to the purposes for which the permit was issued.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- D. **Storage on Site.** Only materials and equipment, which are to be used directly in the Work, will be brought to and stored on the Site by Contractor. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of Contractor.
- E. **Waste Products.** Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the Work under this Contract. The waste product referred to will become the property of Contractor. Contractor will provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.

- F. Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor will employ and maintain on the Job Site a qualified supervisor or superintendent who will have been designated in writing by Contractor as Contractor's Representative. The Representative will have full authority to act on behalf of Contractor and all communications given to the Representative will be as binding as if given to Contractor. The Representative will be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.
- G. Abnormal Weather. In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., Contractor will immediately inspect the Work Site and take all necessary actions to insure public access and safety are maintained.
- H. Damage to Property at the Site. Contractor will be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by Contractor under this Article will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but they will not increase the Contract Price.
- I. Damage to Property of Others. Contractor will avoid damage, as a result of Contractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. Contractor will repair any damage caused by the operations of Contractor, and these costs will be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but they will not increase the Contract Price.
- J. Failure of Contractor to Repair Damage. After receiving and acknowledging 10 days written notice, if Contractor fails to commence the repair of damage to property as provided in Articles 1.5(I) and 1.5(J), and diligently pursue the repair, then the City may elect to repair the damages with its own forces and to deduct from payments due or to become due to Contractor, amounts paid or incurred by the City in correcting the damage (provided Contractor has not commenced such repair during this 10 day period).

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Contractor will review, approve and verify that all submittals meet the intent of the Contract Documents.
- B. Three (3) copies of each Shop Drawing, Product Data, Sample, and similar submittals required by the Contract Documents will be delivered to the City in compliance with the approved schedule so as to cause no delay in the Work or in

the activities of the City or of separate contractors. Submittals made by Contractor, which are not required by the Contract Documents, may be returned without action.

- C. Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. All Work will be in compliance with approved submittals. Contractor will not be relieved of responsibility for any errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval. Deviation from the original specifications will be specifically noted on the submittal to the City and the City will be allowed 7 days to approve or reject any deviations.
- D. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Job Order.
- E. Contractor will not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation. Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval.
- F. Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- G. Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City will be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- A. Inspection. The City's Inspectors may be stationed on the Work site to report to the City's Representative or his Designee as to the progress of the Work. The City's Representative or his Designee may also report as to the manner in which the Work is being performed and report whenever it appears that material furnished or Work performed by Contractor fails to fulfill the requirements of the specifications, this Contract or the Job Order. The Inspector may direct the attention of Contractor to any failure or infringement but this inspection will not relieve Contractor from any obligation to furnish acceptable materials or to provide completed construction that complies with the Contract or the Job Order in every way. The Inspector is for the purpose of assisting the City's Representative and should not be confused with an Inspector with a City regulatory agency or with an

inspector from a laboratory under Article 1.8.

- B. In case of any dispute arising between the Inspector and Contractor as to material furnished or the manner of performing the Work, the Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors will in no case act as foremen or perform other duties for Contractor or interfere with the management of the Work by Contractor.
- C. Inspection or supervision by the City's Representative or Designee will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of Contractor.
- D. The furnishing of these services for the City will not make the City responsible for or give the City control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in compliance with the Contract Documents.

1.8. MATERIALS TESTING

All materials used in the Work will be new and unused, unless otherwise noted, and will meet all quality requirements of the Job Order.

- A. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any materials rejected by the City will be removed immediately and replaced in a manner acceptable to the City at no further cost to the City.
- B. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, the City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.
- C. The City will select a pre-qualified City or Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 - 1. When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by Contractor.
 - 2. When the first and subsequent tests indicate noncompliance with the Job Order, all retesting will be performed by the same testing agency. The cost associated with the noncompliance will be paid by Contractor.
 - 3. Contractor will cooperate with the selected testing laboratory and all others responsible for the testing and inspecting of the Work and will provide them access to the Work at all times.

- D. At the option of the City, materials may be approved at the source of supply before delivery is started.
- E. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, will be the responsibility of and will be paid by Contractor, unless otherwise provided in the Job Order.
- F. Contractor's convenience and quality control testing and inspections will be the sole responsibility of Contractor and paid by Contractor.
- G. All soils and materials testing will be performed and paid for by the City. The City will order tests and distribute test results for all construction areas. The City will be responsible for ordering testing and will distribute test results within 24 hours of receipt.

1.9. PROJECT RECORD DOCUMENT/AS BUILTS

- A. During the construction period, Contractor will maintain at the jobsite a set of blue-line or black-line prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.
 - 1. Contractor will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Contractor will give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - Dimensional changes to the drawings.
 - Revisions to details shown on drawings.
 - Depths of foundations below first floor.
 - Locations and depths of underground utilities.
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Duct size and routing.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings.
 - 2. Contractor will mark completely and accurately Record Documents, prints of Construction Documents or Shop Drawings; whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
 - 3. Contractor will mark Project Record Drawings sets with red erasable colored pencil.
 - 4. Contractor will note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Adjustment Numbers, etc., as

required to identify the source of the change to the Construction Documents.

5. Contractor will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.
- B. Immediately upon receipt of the reviewed Project Record Drawings from the City, Contractor will correct any deficiencies or omissions to the drawings and prepare the following for submission to the City:
1. A complete set of PDF electronic files of all Project Record Drawings prepared in Microstation format compatible with City of Scottsdale CADD requirements. If a Design Professional is contracted with, the Design Professional will provide files of the original Construction Documents to Contractor for use in preparing these final Record Documents, or Contractor may contract with the Design Professional to revise and update the electronic drawing files. Each drawing will be clearly marked with "As-Built Document" and shall be certified by an Arizona Registered Land Surveyor.
 2. A complete set of As-Built reproducible mylars from the final Microstation drawings and an electronic pdf file on CD are required.
 3. The original copy of the Project Record Drawings (redline mark-ups).

1.10. PROJECT SAFETY

- A. The Occupational Safety and Health Act (OSHA) and the City of Scottsdale loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. Contractor may be required to attend a City safety briefing session at the pre-construction meeting. The session will be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's Representative.

Contractors that violate the aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

- B. The Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.
- C. Contractor will conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- D. Contractor will contact the City's Representative and the Risk Management Division within 24 hours of the occurrence of an accident or injury arising out of Contractor's Work under this Contract.

- E. Contractor employees are encouraged to abate or remedy any unsafe act or condition, which may arise in the course of Contractor's Work under this Contract.
- F. The City reserves the right to conduct safety audits at the Job Site and stop unsafe acts at any time. In addition, the City will be notified within 4 hours should any OSHA inspection occur at a City Job Site.
- G. Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to:
 - 1. All individuals at the Site, whether working or visiting;
 - 2. The Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and
 - 3. All other property at the Site or adjacent to the Site.
- H. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- I. Contractor will, before commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- J. Contractor must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.
- K. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- L. Contractor's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for:
 - 1. Complying with all Legal Requirements, including those related to health and safety matters; and
 - 2. Taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- M. Contractor and Subcontractors must agree to provide Material Safety Data Sheets

for all substances that are delivered to the City of Scottsdale, that come under the Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All Contractors and all Subcontractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative before bringing them on the property.

Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation will be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, Contractor and Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the Work requested will be performed. It is the responsibility of Contractor or all selected Subcontractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

Unless included in the Work, if Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, it will immediately stop Work and report the condition to the City.

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, Contractor will not resume Work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue Work in non-affected areas onsite. An extension of the Contract Time may be granted as provided in Article 5.

1.11. WARRANTY

The provisions of M.A.G., Section 108.8 will apply with the following additional requirements:

Should Contractor fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and Contractor agrees to reimburse the City for the actual cost.

The warranty period on any part of the Work repaired or replaced will be extended for a period of 1 year from the date of the repair or replacement.

This warranty will not apply to damage caused by normal wear and tear or by acts beyond Contractor's control.

- A. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Contractor or anyone for whose acts Contractor may be liable.
- B. Contractor's warranty obligation will be for 1 year.
- C. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than those found in this Article 1.11 or the Contract Documents. Contractor will provide the City with all manufacturers' warranties upon Substantial Completion of each Job Order.

1.12. CORRECTION OF DEFECTIVE WORK

- A. Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above, within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period to the extent required by the Contract Documents. All removal/replacement work, as directed by the City to Contractor, in compliance with this Contract, MAG standards and City codes will have cost determinations by the City and be issued as a deduct or change order to the Project. A Progress Payment, or partial or entire use or occupancy of the Project by the City will not constitute acceptance of Work not in accordance with the Contract Documents.

During the Work, Contractor shall take meaningful steps to begin correction of any nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to begin the necessary steps during the Work, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will commence correction of any nonconforming Work with its own forces.

Contractor shall take meaningful steps to begin correction of nonconforming Work subject to Article 1.11 above. These measures include but are not limited to timely correction of the Work. If Contractor fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will begin correction of the nonconforming Work with its own forces.

- B. If the City does perform this corrective Work, Contractor will be responsible for all reasonable costs incurred by the City in performing the correction.
- C. Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- D. The 1 year period referenced in Article 1.11 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding

Contractor's other obligations under the Contract Documents.

1.13. SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- A. Contractor shall select major Subcontractors and major Suppliers, subject to first obtaining the City's approval. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors must not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of Contractor, but the City must approve in writing the selection of all Subcontractors. In any case, Contractor is solely responsible for the performance of the selected Subcontractors/Suppliers.
1. Contractor shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or Contractor may use the City's plan as described in Article 1.13(B). This Subcontractor selection plan will identify those Subcontractor trades anticipated to be selected by qualifications only as provided in Article 1.13(B) and those Subcontractor trades anticipated to be selected by qualifications and competitive bid as provided in Article 1.13(C). This plan will also identify those Subcontractors that will not be selected through a formalized qualifications-based selection process. The Subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- B. **Selection by qualifications only** - The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when Contractor can demonstrate it is in the best interest of the Project.
1. Contractor will apply the Subcontractor selection plan approved by the City in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The selection plan will be Contractor's own selection plan approved by the City or the City's selection plan as provided in this Article 1.13(B).
 2. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) under the approved qualifications only method.

City Selection Plan:

3. Contractor may elect to comply with the following City procedures in its selection of Subcontractor(s) or Suppliers(s) based on qualifications only:
 - a. The Request for Qualifications (RFQ) will contain the best description of the services or material desired; and
 - b. A statement that only unpriced statements of qualifications will be considered; and
 - c. State the requirements for the project, such as drawings and descriptive literature; and

- d. State the criteria for evaluating the qualifications; and
 - e. A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
 - f. A statement that discussions may be held; and
 - g. A statement that only statements of qualifications determined to be acceptable will be considered for award.
4. The RFQ may be amended after the submission of the statements of qualifications. Any amendment will be distributed only to bidders who submitted statements of qualifications. Those bidders will be permitted to submit new unpriced statements of qualifications or to amend statements already submitted.
 5. Statements of Qualifications will not be opened publicly but will be opened in the presence of Contractor. The contents of unpriced statements of qualifications will not be disclosed to unauthorized persons.
 6. Statements of Qualifications will be evaluated solely in accordance with the criteria stated in the RFQ and will be determined to be either acceptable for further consideration or unacceptable. A determination that the statement is unacceptable shall be in writing, state the basis of the determination and be retained by Contractor. Contractor will notify the bidder of the determination and the bidder will not be given an opportunity to amend its statement of qualifications further.
 7. Contractor may conduct discussions with any bidder who submits an acceptable or potentially acceptable statement of qualifications. During discussions, Contractor will not disclose any information derived from any other bidder's statement of qualifications.
 8. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) selected under this method.
- C. **Selection by qualifications and competitive bid** – Contractor will apply the City's Subcontractor selection plan stated above or Contractor's selection plan, if previously approved by the City, in Contractor's evaluation of the qualifications of Subcontractor(s)/Supplier(s) and will provide the City with the selected process to prequalify prospective Subcontractors/Suppliers. Selection may not be based on price alone. All Work by major Subcontractors and major Suppliers will then be competitively bid to the prequalified Subcontractors unless a Subcontractor or Supplier was selected in accordance with Article 1.13(B) above. Contractor may elect to comply with the following procedures in step 2 of its competitive bid process.
1. Contractor will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there

are not 3 qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances, Contractor may request approval by the City to submit less than 3 names. Without first giving written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2. If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
 3. Contractor will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers. Contractor will then review the price bids submitted by Subcontractors and Suppliers and make its selection based on the responsive and responsible bidder with the lowest price.
 4. If Contractor desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. Contractor's bid will be evaluated in accordance with the process identified in the Invitation for Bids. If events warrant and the City concurs that in order to insure compliance with the Project Schedule or cost, Contractor may self-perform Work without bidding or re-bidding the Work. (For horizontal construction, as defined in A.R.S. § 34-101(15), Contractor must self-perform not less than 45% of the Work as required by A.R.S. § 34-603(I) (3).)
- D. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected. Once the substitute Subcontractors and Suppliers are consented to by the City, Contractor's proposed price for the Work or portion of the Work will be correspondingly adjusted to reflect any higher or lower costs from any substitution. Under no circumstances will the City's objection or comment on any Subcontractor or Supplier relieve Contractor of its sole responsibility for control over the methods, means and processes by which the Work is accomplished. The City must approve in writing the selected Subcontractor Selection Plan before work commences on any Job Order.

ARTICLE 2 - CITY'S SERVICES AND RESPONSIBILITIES

2.1 INFORMATION AND SERVICES

- A. The City will furnish Contractor, at no cost to Contractor, the following information or services for this Project:
1. One copy of data pertinent to the Work. However, Contractor will be responsible for searching the records and requesting information required for the Project.
 2. All available data and information relative to policies, standards, criteria,

studies, etc.

3. Project funding and budget allocations and any changes affecting the funding or budget allocations.
4. For purpose of determining the Job Order Price, any Plans and Specifications.
5. For purpose of Project Record Drawings, a CADD file of the Construction Documents in Microstation format compatible with City of Scottsdale CADD requirements.

2.2 CITY'S REPRESENTATIVE

- A. The City's Representative will be responsible for providing City-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents.

2.3 DESIGN PROFESSIONAL SERVICES

- A. The City may contract separately with one or more Design Professionals to provide architectural or engineering design of the Project in accordance with the provisions of A.R.S. §34-603.
- B. The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work:
 1. The Design Professional may provide administration of the Work. The City and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional.
 2. The Design Professional may 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.
 3. Upon Contractor's submittals, the Design Professional may review and approve or take other appropriate action on submittals as Shop Drawings, Product Data and Samples in accordance with Article 1.6.
 4. All drawings produced for projects considered to be performed under Contractor are the property of the City and are owned in whole by the City for any and all future use and considerations.

2.4 CITY'S SEPARATE CONTRACTORS

The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate

contractors to cooperate with, and coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 FURNISHING OF SERVICES AND INFORMATION

- A. The City will be responsible for the payment or waiver of the following:
1. City review and permit(s) fees for building, encroachment, and demolition permits including City, State and County.
 2. City review fees for grading and drainage, water, sewer and landscaping.
 3. Utility design fees or permanent services fees are paid by the City, but all submittals are the responsibility of Contractor.
 4. Obtaining Nationwide 404 Permits.
 5. City Development Fees.
- B. Unless expressly stated to the contrary in the Contract Documents, the City will provide, at its own cost and expense, for Contractor's information the following:
1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;
 3. A legal description and Street or Physical address of the Site;
 4. To the extent available, as-built record or historical drawings of any existing structures at the Site;
 5. To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site; and
 6. To the extent available, Geotechnical studies describing subsurface conditions and other surveys describing other latent or concealed physical conditions at the Site.

The City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control

testing and termite treatment requirements.

2.6 PROJECT MANAGEMENT SERVICES

- A. The City may contract separately with one or more Technical Consultants to provide project management assistance for the Project. The Technical Consultant's contract as well as contracts with other firms hired by the City will be furnished to Contractor. Contractor will not have any right, however, to limit or restrict any Contract Modifications that are mutually acceptable to the City and Technical Consultant.
- B. The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key Project communication, cost and time parameters.
- C. The Technical Consultant may provide preprogramming and design standards.
- D. The City may contract with the Technical Consultant to provide any or all of the services or functions of the City's project manager during the performance of the construction.

2.7 PERMIT REVIEW AND INSPECTIONS

For clarification, permitting activities are handled by the City of Scottsdale Developmental Services, Fire and Planning Departments. Obtaining any permits and submittals are the responsibility of the City.

2.8 UTILITY COMPANY COORDINATION

Contractor will be responsible for coordinating 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 Job Order will be paid by the City in accordance with Article 2.6.

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME

3.1 CONTRACT TIME

- A. Contract Time for this Contract will commence on the Effective Date and will be for two year(s) with the option to extend for three additional years in one-year increments, subject to the following:
 - 1. Each option to extend may be exercised based on Contractor's successful performance and the needs of the City.
 - 2. A Contract Modification will be processed for each extension and will commence on or about the anniversary date of the Contract. Each extension must be authorized by the Contract Administrator and Purchasing Director.
 - 3. If this Contract requires the approval of the City's Council, and such approval has been obtained, then Contract Modifications for extensions may be

executed on behalf of the City by the Purchasing Director without returning to Council.

- B. The Contract will remain in full force and effect during the performance of any Job Order.

3.2 JOB ORDER TIME

- A. Job Orders may be issued at any time during the term of this Contract.
- B. Each individual Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined in accordance with this Article 3.2 and a calculated Substantial Completion date.
- C. Contractor agrees that it will commence performance of the Work and achieve each individual Job Order Time.
- D. Each Job Order Time will be subject to adjustment in accordance with Article 5.

3.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- B. Before notifying the City in accordance to Article 3.3(C), Contractor will inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
- C. Contractor will notify the City when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- D. Within 5 days of the City's receipt of Contractor's notice, the City and Contractor will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- E. If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will state:
 - 1. The date of Substantial Completion of the Work or portion of the Work;
 - 2. The remaining items of Work that have to be completed within 30 calendar days before Final Acceptance;
 - 3. Provisions (to the extent not already provided in the Contract Documents) establishing the City's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.

- F. The City, at its option, may use a portion of the Work which has been determined to be substantially complete provided, however, that:
1. Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 3.3(E) (2);
 2. Contractor and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and
 3. The City and Contractor agree that the City's use or occupancy will not interfere with Contractor's completion of the remaining Work.

3.4 PUNCH LIST PREPARATION

A minimum of 7 days before Substantial Completion Contractor, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. Contractor will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, Contractor will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance the City and Contractor will jointly inspect to verify that the remaining items of Work have been completed as provided in Article 3.3(E). The City will issue a Final Acceptance Letter.

3.6 LIQUIDATED DAMAGES

- A. Contractor understands that if Substantial Completion is not attained within the Job Order Time of the Work as may be adjusted for each Job Order, the City will suffer damages, based on the anticipated loss caused by the breach and the difficulty in determining and accurately specifying the damages. Contractor agrees that if Substantial Completion is not attained within the Job Order Time as adjusted, Contractor will pay the City the amount prescribed in Article 3.6(B) below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Job Order Time as adjusted.
- B. The following will be the liquidated damages for each Job Order unless a specific amount has been determined for each individual Job Order.

LIQUIDATED DAMAGES

Original Job Order Amount		Daily Charges
From more than	To and including	Calendar Day or Fixed Date
\$00	\$25,000	\$200
25,001	50,000	250
50,001	100,000	280
100,001	500,000	430
500,001	750,000	500
750,001	1,000,000	570
1,000,001	1,250,000	610
1,250,001	1,500,000	650

ARTICLE 4- CONTRACT PRICE AND JOB ORDER PRICE

4.1 CONTRACT PRICE

This Contract will have a maximum contract amount of \$15,000,000 for the initial two-year term and \$7,500,000 for any one-year renewal term. The Contractor agrees at its own cost and expense, to do all the Work as specified in the Contract Documents and any Work contingent to the Contract and necessary for the construction of the improvements. The Contractor will completely construct the Work and install the materials, free and clear of all claims, liens, and charges of any kind, in the manner and under the conditions specified within the time or times stated in each Job Order.

- A. In no event will any individual Job Order Price exceed \$5,000,000. If the City opts to extend this Contract in accordance with Article 3.1(A), the Contract Modification may increase the maximum amount, if necessary, at that time.
- B. The Job Order Price is subject to adjustments made in accordance with Article 5.
- C. Unless otherwise provided in the Contract Documents, the Job Order Price is considered to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.
- D. Contractor must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<https://azdor.gov/transaction-privilege-tax/tpt-license/applying-tpt-license>

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:

<https://www.scottsdaleaz.gov/taxes/resources>

Contractor must demonstrate compliance with the E-Verify Program as provided in Article 11.34 and as required by A.R.S. §41-1080 before issuance of any License by the City.

4.2 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

- A. Contractor is responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. Contractor is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference A.R.S. Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax & Audit Section at 480-312-2768.

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME

5.1 DELAYS TO THE WORK

- A. Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.
- B. If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Contract Times for performance may be reasonably extended by Job Order Adjustment.
- C. Contractor must request an increase in the Job Order Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- D. Written notice will be received within 5 days of the commencement of the cause of the delay.
1. If written notice is received more than 5 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of any notice.

- E. If adverse weather conditions are the basis for a request for additional Job Order Time, the requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- F. Permitting Contractor to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights.
- G. In the event that Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, Contractor and the City will negotiate to determine the amount of any damages. This provision is made in accordance with Arizona Revised Statutes Section 34-607 (E) and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision will not be construed to void any provision of this Contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.
- H. In addition to Contractor's right to a time extension for those events stated in this Article 5.1, Contractor may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events stated in this Article that are beyond the control of both Contractor and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including Contractor's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1.** If Contractor encounters a Differing Site Condition(s), Contractor may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent Contractor's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2.** Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to the City of the condition, which notice will not be later than 7 days after the condition has been encountered. Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties. Contractor must give the City's Contract Administrator written notice of and an opportunity to observe, such condition before disturbing or altering the Differing Site conditions. The failure of Contractor to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by Contractor of any rights arising out of or relating to such Differing Site Conditions. (Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties.)
- 5.2.3.** In order for the JOC to obtain any additional compensation or time extensions for Differing Site Conditions, the JOC must demonstrate that it encountered a

material difference at the Site, as defined in Article 13, that required it to expend additional cost or time. The JOC will also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

5.3.1 If performance by Contractor is delayed for a reason set forth in Article 5, Contractor may be allowed a reasonable extension of time in conformance with this Article. Before Contractor's time extension request may be considered, Contractor shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original Job Order Price;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration); and
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail:

1. The nature of each alleged cause of delay in completing the Work;
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause;
3. A statement that Contractor waives all claims except for those delineated in the application, and the particulars of any claims which Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 ERRORS, DISCREPANCIES AND OMISSIONS. If Contractor observes errors, discrepancies or omissions in the Contract Documents, it will promptly notify the City and request clarification. Contractor will provide a copy of this notice to the City's Representative.

- B. If Contractor proceeds with the Work affected by the errors, discrepancies or omissions, without receiving any clarifications, it does so at its own risk. Adjustments involving these circumstances made by Contractor before clarification by the Design Professional will be at Contractor's risk.

5.5 CITY REQUESTED CHANGE IN WORK

- A. The City reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.
- B. These alterations and changes will not invalidate this Contract nor release the surety and Contractor agrees to perform the Work as altered, the same as if it had been a part of the original Contract Documents. Contractor will notify the surety of the changes and will assure that the alternations and changes are adequately covered by the surety bond.
- C. The City will request a proposal for a change in Work from Contractor, and an adjustment in the Contract Price or Contract Times will be made based on a mutual agreed upon cost and time.

5.6 LEGAL REQUIREMENTS

The Job Order Price or Job Order Times will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work.

5.7 JOB ORDER ADJUSTMENTS

- A. In accordance with Scottsdale Revised Code §2-200 and related Rules and Procedures, the City and Contractor will negotiate in good faith and as expeditiously as possible the appropriate Adjustments to the Contract. Upon reaching an agreement, the parties will prepare and execute an appropriate Adjustment reflecting the terms of their agreement. The change in Work may or may not include an Adjustment in the Job Order Price or Job Order Time.
- B. All changes in Work authorized by Job Order Adjustments will be performed under the conditions of the Contract Documents. The decision to make an Adjustment in the Contract rests solely with the City and any decision to make a Contract Adjustment must be promptly complied with by Contractor, subject to the provisions of Article 5.8.
- C. The execution of a Job Order Adjustment by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by Contractor. Contractor, by executing the Job Order Adjustment, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Job Order Adjustment of which Contractor knew or should have known.

5.8 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and Contractor, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs

or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to the markup schedule in Article 5.12 below. Any such costs or savings shall be documented in the format and with such content and detail as the City requires. Contractor shall promptly submit such documentation and other backup as the City may require in evaluating the actual costs incurred.

5.9 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

Contractor's or Subcontractor's submittals shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Job Order Adjustment. Indirect costs not specifically related to the Job Order Adjustment shall not be considered. Contractor's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward Contractor standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. Contractor's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in Contractor's material, direct labor, and equipment costs.

5.9.1 The allowance for overhead and profit shall be limited to the following schedule:

1. For Contractor, for any work performed by Contractor's own forces, fifteen (15%) percent of the Subtotal of Costs to Contractor.
2. For Contractor, for any work performed by its Subcontractor, six (6%) percent of the amount due to the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, fifteen (15%) of their materials and direct labor costs.
4. For each Subcontractor, for work performed by its Sub-Subcontractor(s), six (6%) percent of the amount due to the Sub-subcontractor.

5.10 LIMITATION OF COMPENSABLE ITEMS

5.10.1 For Job Order Adjustment, the total cost or credit to the City shall be based on the following schedule:

1. Contractor's Materials Costs.
2. Contractor's Direct Labor Costs.
3. Contractor's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to Contractor.

6. Contractor's Overhead and Profit.
7. Total Cost or Credit to the City.

5.11 FIELD ORDERS

- A. The City has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Field Orders will be made by written order and will be binding on the City and Contractor. Contractor will carry out any written orders promptly.
- B. Field Orders will not involve an Adjustment in the Job Order Price or Job Order Times unless or until it becomes a Contract Adjustment.
- C. Contractor may make minor changes in the Work, provided, however that Contractor will promptly inform the City, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by Contractor.

5.12 JOB ORDER PRICE ADJUSTMENTS

- A. The increase or decrease in Job Order Price resulting from a change in the Work will be determined by one or more of the following methods:
 1. Unit prices stated in the Contract or as subsequently agreed to between the parties;
 2. A mutually agreed upon accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; and
 3. Costs, fees and any other markups.
- B. If an increase or decrease cannot be agreed to as stated in Article 5.8(A) (1) through Article 5.8(A) (3) the cost of the change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be stated in the Contract. Contractor will maintain a documented, itemized accounting evidencing the expenses and savings associated with these changes.
- C. If unit prices are stated in the Contract Documents or are later agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or Contractor because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.
- D. If the City and Contractor disagree upon whether Contractor is entitled to be paid for any services required by the City, the amount to be paid, other disagreements over the Scope of Work, proposed changes to the Work, the time required to complete the Work, the City and Contractor will resolve the disagreements in accordance with Article 7.

1. As part of the negotiation process, Contractor will furnish the City with a good faith estimate of the costs to perform the disputed services, or the additional time required in accordance with the City's interpretations.
 2. If the parties are unable to agree and the City expects Contractor to perform the services in accordance with the City's interpretations, Contractor will proceed to perform the disputed services, conditioned upon the City issuing a written order to Contractor:
 - (a) directing Contractor to proceed; and
 - (b) specifying the City's interpretation of the services that are to be performed.
- E. Emergencies. In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price or Job Order Time(s) resulting from emergency work under this Article 5.8(F) will be determined as provided in this Article 5.

ARTICLE 6- PROCEDURE FOR PAYMENT

6.1 JOB ORDER PAYMENT REQUEST

- A. At the pre-construction conference prescribed in Article 1.3, Contractor will submit for the City's review and approval a Schedule of Values. The Schedule of Values will include values for all items comprising the Job Order Price and will serve as the basis for monthly progress payments made to Contractor throughout the Work.
- B. At least 5 working days before the date established for a progress payment, Contractor will meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- C. The Job Order Payment Request will constitute Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that title to all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

6.2 PARTIAL PAYMENTS

- A. Partial payment will be made for Job Orders with Job Order Time greater than 30 Days and may be made if the Job Order Time is less than 30 Days.
- B. The Job Order Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.
- C. For equipment and materials suitably stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.

1. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will include applicable insurance, bonding, storage and transportation to the Site.
2. All bonds and insurance required for stored materials will be in the City's name.

6.3 PAYMENT OF JOB ORDER PRICE

- A. Payments should be provided on the City format for a Pay Application which is based on the agreed upon "Schedule of Values." The City will make payment in accordance with A.R.S. §34-607. Payment will be made no later than 14 days after the Job Order Payment Request is certified and approved, but in each case less the total of payments previously made.
- B. The City will pay Contractor all amounts properly due. If the City determines that Contractor is not entitled to all or part of a Contractor Payment Request, it will notify Contractor in writing within 7 days after the date Contractor Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify the City's concerns. Contractor and the City will attempt to resolve the City's concerns. If the parties cannot resolve the concerns, Contractor may pursue its rights under the Contract Documents, including those under Article 7.

6.4 RETENTION ON JOB ORDER PAYMENTS

In compliance with Arizona Revised Statutes §34-607, there is no retention for Job Order Contracting construction services.

6.5 FINAL PAYMENT

- A. After receipt of a final Contractor Payment Request, the City will make final payment as required by this Article, provided that Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- B. At the time of submission of its final Contractor Payment Request, Contractor will provide the following information:
 1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests; and
 2. A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment.

6.6 PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS

- A. Contractor will pay its Subcontractors or suppliers within 7 calendar days of receipt of each progress payment from the City. Contractor will pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided in this Contract.
- B. If Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may take these actions:
 - 1. To hold Contractor in default under this Contract;
 - 2. Withhold future payments until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 3. Reject all future offers to perform work for the City from Contractor for a period not to exceed 1-year from the Substantial Completion date of this Project; or
 - 4. Terminate this Contract.
- C. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, the failure or delay will not be considered a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions of this Contract.
- D. Contractor will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.7 RECORD KEEPING AND FINANCE CONTROLS

- A. Records of Contractor's direct personnel payroll, reimbursable expenses related to each Job Order and records of accounts between the City and Contractor will be kept on a generally recognized accounting basis and will be available for 3 years after completion of the Project.

From the effective date of this Contract and until 3 years after the date of final payment by the City of Scottsdale to Contractor, the City, its authorized representative, or the appropriate federal or state agencies, reserve the right to audit Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give Contractor or Subcontractor reasonable advance notice of

intended audits.

- B. The City reserves the right to decrease Job Order Price or payments made on this Contract if, upon audit of Contractor's records, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data.
- C. Contractor will include a similar provision in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, or the appropriate federal or state agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- D. The City reserves the right to decrease Job Order Price or payments made on this Contract if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- E. If an audit in accordance with this Article, discloses overcharges of any nature by Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by Contractor. Any adjustments or payments which must be made as a result of any audit or inspection of Contractor's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings.
- F. This audit provision includes the right to inspect personnel records as required by Section 11.34.

ARTICLE 7- CLAIMS AND DISPUTES

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either Contractor or the City believes that it is entitled to relief against the other Contractor for any event arising out of or related to Contract Services, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.
- 7.1.2** This notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract.
- 7.1.3** In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** This notice will include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment

or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.

- 7.1.5** In the event Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, Contractor shall strictly comply with the requirements of this section and such claim shall be made by Contractor before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by Contractor of any claims for compensation.
- 7.1.6** Contractor must continue its performance under this contract regardless of the existence of any claims by Contractor.
- 7.1.7** In a claim by Contractor against the City for compensation in excess of the Contract sum, any liability of the City to Contractor shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of Contractor or any estimated costs or damages).

7.2 DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1** The parties are fully committed to working with each other throughout the Project 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, the Contractor and the City each commit to resolving the disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 7.2.2** The Contractor and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the Contractor's Representative and the City's Representative.
- 7.2.3** If a dispute or disagreement cannot be resolved through the Contractor's Representative and the City's Representative, the Contractor's Senior Representative and the City's Senior Representative, upon the request of either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreement. Before any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 7.2.4** The City and the Contractor agree to negotiate in good faith in accordance with this Contract's procedure for the recovery of damages related to expenses incurred by the Contractor for a delay for which the City is responsible, that is unreasonable under the circumstances, and that was not within the contemplation of the parties to the Contract.

7.3 DUTY TO CONTINUE PERFORMANCE

Unless provided to the contrary in the Contract Documents, Contractor will continue to perform the Work and the City will continue to satisfy its payment obligations to Contractor, until final resolution of any dispute or disagreement between Contractor and the City.

7.4 REPRESENTATIVES OF THE PARTIES

A. City's Representatives

1. The City designates the individual listed below as the City's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Alison Tymkiw, P.E.
City Engineer
One Civic Center – 2nd Floor
7447 East Indian School Road, Suite 205
Scottsdale, AZ 85251
(480) 312-7760

2. The City will designate an individual for each Job Order as the City's Representative. This person will manage the Job Order.

B. Contractor's Representatives

1. Contractor designates the individual listed below as Contractor's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Name: Bruce Balls

Address: 11011 North 23rd Ave.
Phoenix, AZ 85029

Telephone No: (623) 582-1170

2. Contractor will designate an individual for each Job Order as Contractor's Representative.

ARTICLE 8 – SUSPENSION, TERMINATION AND CANCELLATION

8.1 CITY'S RIGHT TO STOP JOB ORDER SERVICES

- A. The City may, at its discretion and without cause, order Contractor in writing to stop and suspend any Job Order. Immediately after receiving this notice, Contractor will discontinue advancing the Job Order. The suspension will not exceed 180 consecutive days. If the City suspends the Job Order for 181 consecutive Days or more, the suspension will be considered a termination for convenience.

- B. Contractor may seek an adjustment of the Job Order Price or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

8.2 TERMINATION FOR CONVENIENCE

- A. Upon receipt of written notice to Contractor, the City has the right to terminate this Contract or abandon any portion of any Job Order for which services have not been performed by Contractor.

- 1. Contractor will estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

Contractor will receive compensation for services performed to the date of the termination. The fee will be an amount mutually agreed upon by Contractor and the City. If there is no mutual agreement, the final determination will be made in accordance with this Article.

- 2. The City will make the final payment within 60 days after Contractor has delivered the last of the partially completed items and the final fee has been agreed upon.

If the City terminates this Contract in compliance with this Article and proceeds to construct the Job Order through its employees, agents or third parties, the City's rights to use the Work product will be as stated in Article 8.3.

- B. Upon termination of construction services during any Job Order, Contractor will proceed with the following obligations:

- 1. Stop Work as stated in the notice;
 - 2. Place no further subcontracts or orders;
 - 3. Terminate all subcontracts to the extent they relate to the Work terminated;
 - 4. Assign to the City all right, title and interest of Contractor under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 - 5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of Contractor and which the City has or may acquire an interest.
 - 6. Comply with the requirements of Article 6.5(B)(1) and (2).

- C. Contractor will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.

D. The City will pay Contractor the following:

1. The direct value of its completed Work and materials supplied as of the date of termination;
2. The reasonable costs and expenses attributable to the termination;
3. Contractor will be entitled to profit and overhead on completed Work but will not be entitled to anticipated profit or anticipated overhead. If it appears Contractor would have sustained a loss on the entire Work had the Job Order been completed, Contractor will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss;
4. Contractor will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as required in Article 6.7; and
5. Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of Contractor and in which the City has or may acquire an interest.

8.3 CANCELLATION FOR CAUSE

- A. The City may also cancel this Contract or any part of it with 7 days notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance, despite a reasonable opportunity to cure as judged by the City's Representative and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the City will not be liable to Contractor for any amount, and Contractor will be liable to the City for any and all damages sustained as a result of the default that caused the cancellation.

8.4 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- A. If Contractor persistently fails to:
1. Provide a sufficient number of skilled workers;
 2. Supply the materials required by the Contract or Job Order Documents;
 3. Comply with applicable Legal Requirements;
 4. Timely pay, without cause, Subconsultants or Subcontractors;
 5. Prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as the times may be adjusted; or
 6. Perform material obligations under the Contract Documents;

Then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, will have the rights stated in Articles 8.2 and 8.3.

In the event the City cancels this Contract or any part of the services under any Job Order, the City will notify Contractor in writing, and immediately upon receiving this notice, Contractor will discontinue advancing the Work under this Contract or the Job Order and proceed to close all operations of any affected Job Order or this Contract.

- B. If the City provides Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in a time frame specified, the City may have the Work accomplished by other sources at Contractor's expense.
- C. Upon the occurrence of an event stated in Article 8.3(B), the City may provide written notice to Contractor that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of Contractor's receipt of notice.
 - 1. If Contractor fails to cure, or reasonably commence to cure, the problem, then the City may give a second written notice to Contractor of its intent to cancel within an additional 7 day period.
 - 2. If Contractor, within this second 7 day period, fails to cure, or reasonably commence to cure the problem, then the City may declare the Contract cancelled for default by providing written notice to Contractor of this declaration.
- D. Upon declaring the Contract cancelled in accordance with Article 8.3(B), and for the purpose of completing the Work, the City may for all Job Orders enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items, which have been purchased or provided for the performance of the Work, all of which Contractor now transfers, assigns and sets over to the City for this purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- E. If through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to Contractor for the purpose of setoff until the exact amount of damages due the City from Contractor is determined by a court of competent jurisdiction.
- F. In the event of a cancellation, Contractor will not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders is finally completed in accordance with the Contract Documents. At that time, Contractor will only be entitled to be paid for Work performed and accepted by the City before its default.

- G. If the City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price, then Contractor will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from Contractor's default.
- H. If the City cancels this Contract for cause and the cancellation is determined to have been without legal right, the cancellation for cause will be considered to have been a termination for convenience in accordance with the provisions of Article 8.2.

ARTICLE 9 - INSURANCE AND BONDS

9.1 INSURANCE REQUIREMENTS

- A. At the same time as execution of this Contract, Contractor will furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD form. The ACORD form will be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or Subcontractors.
- C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract Services under this Contract by Contractor, its agents, representatives, employees, Subcontractors or Subconsultants and Contractor is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if Contractor pays for insurance with higher limits, Contractor will name the City as an additional insured on any additional insurance.
- E. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3)

years past the completion or termination of this Contract.

- F. Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor must provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expenses (Any one person)	OPTIONAL

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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C. Workers Compensation and Employers Liability

Workers Compensation	<i>Statutory</i>
Employers Liability:	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$1,000,000

D. Coverage Terms and Required Endorsements

1. The City of Scottsdale, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor including the City's general supervision of Contractor; products and completed operations of Contractor; and automobiles owned, leased, hired, or borrowed by Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.
3. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by Contractor and must not contribute to it.

4. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. All policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by Contractor for the City.
7. Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by Contractor for the City.
8. If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies.

9.3 OTHER INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractors Professional Liability: Contractor must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of Contractor.
 1. The City of Scottsdale, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of Contractor, including the City's general supervision of Contractor; products and completed operations of Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability policy will be at least as broad as the Insurance Service Office, Inc.'s CG 0 0 01 07 98.
- B. Contractors Professional Limits of Liability: Contractor must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. Contractor, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the 3-year period.

1. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of Contractor's insurance and will not contribute to it.
 2. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by Contractor and its Subcontractors must not be limited to the liability assumed under the indemnification provisions of this Contract.
 3. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the City.
- C. Contractor, its successors and assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Contractor must submit a Certificate of Insurance evidencing the Commercial General Liability insurance during this 3 year period containing all the insurance requirements including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE

Unless Contractor's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the City and Contractor as Additional Insureds, Contractor's certificates must include all Subcontractors and Subconsultants as insureds under its policies or Contractor must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders Risk-Installation coverage.

9.5 NOTICE OF CANCELLATION

If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits until 30 days written notice has first been given, by certified mail, return receipt requested to:

Melanie Gibson
Transportation and Infrastructure
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

Bruce Balls
11011 North 23rd Ave.
Phoenix, AZ 85029

9.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved to conduct business in the State of Arizona and with an A. M. Best rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.7 VERIFICATION OF COVERAGE

- A. Contractor must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builders Risk Insurance, which will be received and approved as provided in Article 9.2(E). Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Contract Services under the Contract Documents or the signing of this Contract except for Builders Risk Insurance which must be in effect before commencement of the Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All Certificates of Insurance required by this Contract must be sent directly to the City of Scottsdale, Transportation and Infrastructure Office. **The project number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of Contractor's Certificate and delay in contract execution.

Additional Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

9.8 APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action does may be made by administrative action.

9.9 BONDS AND OTHER PERFORMANCE SECURITY

- A. Before execution of each individual Job Order, Contractor must provide a performance bond and a payment bond for all construction services, each in an

amount equal to the full amount of the agreed upon cost for that Job Order. Contractor may, at its own option, provide Payment and Performance Bonds for the entire Job Order Contract amount, but there shall be no obligation for the City to reimburse Contractor for bond costs incurred, except on an actual cost basis as each individual Job Order is issued. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and must be in substantially the same form as Exhibits A and B, attached to this Contract.

- B. Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.
- C. The bonds must be made payable and acceptable to the City of Scottsdale.
- D. The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.
 - 1. If one Power of Attorney is submitted, it must be for twice the total Job Order Price.
 - 2. If two Powers of Attorney are submitted, each must be for the total Job Order Price. Personal or individual bonds are not acceptable.
 - 3. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.
- E. All bonds submitted for this Project must be provided by a company which has been rated "A or better" by the A.M. Best Company.

ARTICLE 10 - INDEMNIFICATION

10.1 CONTRACTOR'S GENERAL INDEMNIFICATION

Contractor's General Indemnification. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any acts, omissions, negligence, recklessness, or intentional wrongful conduct to the extent caused by Contractor or any of its owners, officers, directors, agents or employees performing Work or Services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable and any injury or damages by any of Contractor employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by Contractor for the City.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.2 INTELLECTUAL PROPERTY

- A. Contractor must pay all royalties and license fees associated with its performance of services.
- B. Contractor must defend any action or proceeding brought against the City based on any claim that the Work, or any part of the Work, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to Contractor of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. Contractor shall indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or Contractor in any action or proceeding. Contractor agrees to keep the City informed of all developments in the defense of these actions. The City may be represented by; and actively participate through its own counsel in any suit or proceedings if it so desires.
- C. If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure this right within a reasonable time, Contractor will promptly, at Contractor's option and at Contractor's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- D. Articles 10.2(B) and 10.2(C) will not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright:
 - 1. Relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by Contractor to the City; or

2. Arising from modifications to the Work by the City or its agents after acceptance of the Work.
- E. The obligations stated in this Article 10.3 will constitute the sole Contract between the parties relating to liability for infringement of violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

11.1 MARSHALING AREA

Contractor is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. Contractor will obtain written approval from the property owner for marshaling area use. This approval must contain any requirements, which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.2 CONTRACT DOCUMENTS

- A. Contract Documents are as defined in Article 12.
- B. The Contract Documents form the entire Contract between the City and Contractor. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.
- C. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large-scale plans over small-scale plans. Contract specifications will take precedence over contract plans.
- D. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the times and prices agreed upon for each Job Order. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- E. This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Job Order Adjustments (if any) are by reference made a part of this Contract to the same extent as if set forth in full.
- F. Work Product
 1. All Work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and

other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to Contractor. In the event these documents are altered, modified or adapted without the written consent of Contractor or the Subconsultants, which consent Contractor or the Subconsultants will not unreasonably withhold, the City agrees to hold Contractor and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adoption of the documents.

2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by Contractor, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to Contractor.

11.3 MODIFICATIONS

The Contract Documents may not be changed, altered, or amended in any way except in writing, signed by a duly authorized representative of each party.

11.4 TIME IS OF THE ESSENCE

Time is of the essence with respect to the dates and times stated in the Contract Documents.

11.5 COOPERATION AND FURTHER DOCUMENTATION

Contractor agrees to provide the City any other duly executed documents as will be reasonably requested by the City to implement the intent of the Contract Documents.

11.6 ASSIGNMENT

Neither Contractor nor the City will, without the written consent of the other, assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.

11.7 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

11.8 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to Contractor at least 30 days before the end of its current fiscal period and will pay Contractor for all approved charges incurred through

the end of the period.

11.9 CONSTRUCTION METHODS

If the City provides Contractor with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in the time frame specified, the City may have Work accomplished by other sources at Contractor's expense.

11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS

If any utility is relocated or rebuilt to accommodate Contractor's construction methods and available equipment, the expense will be borne by Contractor and will be replaced to the original location before completion of the Job Order at the request of the City's Project Coordinator at Contractor's sole expense.

11.11 DAMAGED UTILITIES DURING CONSTRUCTION

Any utilities damaged during construction shall be replaced at Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

11.12 SUCCESSORSHIP

Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

11.13 CONFLICT IN LANGUAGE

All services performed will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Contract and those in exhibits, the provisions in this Contract will prevail.

11.14 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and Contractor, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

11.15 GOVERNING LAW

The Contract and all Contract Documents will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy with respect to this Contract shall be brought in the Superior Court of Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of that Court.

11.16 SEVERABILITY

If any provision of the Contract Documents or the application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application of the Contract will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and Contractor shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

11.17 LEGAL REQUIREMENTS

Contractor shall perform all Contract Services in accordance with all Legal Requirements and will provide all notices applicable to the Contract Services as required by the Legal Requirements.

11.18 INDEPENDENT CONTRACTOR

Contractor is and will be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor will follow the wishes of the City as to the results of the Work only. These results will comply with all applicable laws and ordinances.

11.19 CITY'S RIGHT OF CANCELLATION

This Contract is subject to cancellation by the City of Scottsdale in accordance with the provisions of Section 38-511, Arizona Revised Statutes.

11.20 SURVIVAL

All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Contract.

11.21 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Scottsdale has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Scottsdale will have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of any commission, percentage, brokerage, or contingent fee.

11.22 NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of its provisions will not be construed to

be a waiver of those provisions, nor will it affect the validity of the Contract Documents or any part of the Contract Documents, or the right of either party to enforce each and every provision.

11.23 HEADINGS

The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

11.24 NOTICE

Whenever the Contract Documents require that notice be provided to the other party, notice will be considered to have been validly given (i) if delivered in person to the individual intended to receive the notice, (ii) 3 days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below. Notice by electronic mail or facsimile will not be considered notice.

To City:	Alison Tymkiw City Engineer 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To JOC Contractor:	Bruce Balls 11011 North 23rd Ave. Phoenix, AZ 85029

11.25 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The JOC 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, sexual orientation, gender identity, 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 JOC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The JOC will, in all solicitations or advertisements for employees placed by or on behalf of the JOC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.25.1 No Preferential Treatment or Discrimination: In accordance with the

provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

11.26 ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES

In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of Contractor be required to provide fingerprints and execute any other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not that information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees or prospective employees; and, (4) object, at any time and for any reason, to an employee of Contractor performing Work (including supervision and oversight) under this Contract.

- A. Provisions Applicable to all Contractor Contracts and Subcontracts. Contractor will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.
- B. Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract, as stated above, are material to the City's entry into this Contract and any breach by Contractor may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Termination will subject Contractor to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS

- A. Hazardous Materials. Upon discovery of hazardous materials Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.
- B. Unless included in the Work, if Contractor encounters onsite, or as material to be incorporated in the Work, any material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, it will immediately stop work and report the condition to the City.
- C. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, Contractor will not resume work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue work in non-affected areas onsite.
- D. An extension of Contract Time may be granted in accordance with Article 5.
- E. Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- F. Despite the provisions of this Article 11.27, the City is not responsible for Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable. Contractor will indemnify, defend and

hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- A. Complete street closures will not be permitted unless specified in the Special Provisions or approved by the City. The timing and sequence of street closures will be approved by the Traffic Engineering Director (or designee) at least 14 days before the closure. This approval is necessary to provide coordination with other roadway projects and special events.
- B. Adequate barricades and lighted warning signs must be installed and maintained by Contractor throughout the duration of any Project. All traffic control must be in accordance with the current version of the City of Scottsdale Supplement to MAG Uniform Standard Specifications Section 401 or as required by the approved barricade plan unless otherwise specified in the Special Provisions.
- C. Contractor will submit a construction schedule and a barricade plan to the City Traffic Engineering Director (or designee) for approval or modification at least 72 hours before construction is initiated, and must wait to commence construction until the plan is signed as accepted by the City Traffic Engineering Director (or designee).

11.29 MATERIAL SOURCE

No material source has been designated by the City for use under this Contract. MAG Specification, Section 106 will apply as will ADOT Standard Specifications 1982, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4 concerning approval of Contractor-Furnished Source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

Contractor and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse will not be allowed if located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing.

A Contractor and Subcontractor-furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.

A commercial source will be defined as a material source in which the owner or producer has been for at least 1-year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company must have an Arizona retail sales tax license.

The location of any new material source or existing non-commercial material source proposed for use under this Contract must be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location.

Contractor and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the required conditions and the applicable Standard Specifications. Contractor will familiarize himself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.30 FAMILIARIZATION WITH APPLICABLE LAWS

Contractor will familiarize itself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.31 NATIVE PLANTS

Contractor will take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

11.32 ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration..

11.33 HOURS OF WORK

- A. All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- B. Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- C. The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies,

buildings and structures.

- D. Contractor must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. Contractor must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.
1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring concrete during "summer hours"). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.
 2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL LAWS

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Contractor agrees to comply with these laws in performing this Contract and to permit the City to verify compliance. Contractor will also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. §34-302, "Residence Requirements for Employees," as amended. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Contractor and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its Subcontractors will be considered a material breach of this Contract and may subject Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of Contractor or any Subcontractor who works on this Contract to ensure that Contractor or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its Subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider Contractor or any of its Subcontractors in material breach of this Contract if Contractor and its Subcontractors establish that they have complied with

the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are 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 will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. Contractor's failure to assure compliance by all its Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

A. Compliance with Americans with Disabilities Act

Contractor acknowledges that, in accordance with the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

11.35 DATA CONFIDENTIALITY

- A. As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by Contractor in the performance of this Contract.
- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with Contractor's performance of this Contract is confidential and proprietary information belonging to the City.
- C. Contractor will not divulge data to any third party without first obtaining the written consent of the City. Contractor will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided Contractor has first given the required notice to the City:
 - 1. Data, which was known to Contractor before its performance under this Contract unless the data was acquired in connection with the Work

performed for the City;

2. Data which was acquired by Contractor in its performance under this Contract and which was disclosed to Contractor by a third party, who to the best of Contractor's knowledge and belief, had the legal right to make disclosures and Contractor is not otherwise required to hold the data in confidence; or
 3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which Contractor is subject.
- D. In the event Contractor is required or requested to disclose data to a third party, or any other information to which Contractor became privy as a result of any other contract with the City, Contractor will first notify the City as required in this Article of the request or demand for the data. Contractor will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.
- E. Unless prohibited by law, within 10 days after completion of services for a third party on real or personal property owned or leased by the City, Contractor will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.
- F. Contractor assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by Contractor, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

11.36 CONFLICT OF INTEREST

- A. To evaluate and avoid potential conflicts of interest, Contractor will provide written notice to the City, as stated in this Article, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. The notice will be given 7 business days before commencement of the Project by Contractor for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the City Senior Representative identified in Article 7.4.
- B. Actions that are considered to be adverse to the City under this Contract include but are not limited to:
1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
 3. Using data to produce income for Contractor or its employees

independently of performing the services under this Contract, without first obtaining the written consent of the City.

- C. Contractor represents that except for those persons, entities and projects identified to the City, the services to be performed by Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.
- D. Contractor's failure to provide a written notice and disclosure of the information stated in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.37 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

- A. Before Final Completion. As to acts or failures to act occurring before the relevant date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will be considered to have accrued in any and all events not later than the date of Final Completion.
- B. Between Punch List Preparation and Final Completion. As to acts or failures to act occurring between the relevant date of Punch List Preparation and before Final Completion, any applicable statute of limitation will begin to run and any alleged cause of action will be considered to have accrued in any events not later than the date of Final Completion.
- C. After Completion. As to acts or failures to act occurring after the date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will be considered to have accrued in any and all events not later than the date of any correction of the Work or failure to correct the Work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or the City, whichever occurs last.
- D. Statute of Repose. The time period for the applicable Statute of Repose will commence to run at the time specified in Arizona Revised Statute §12-552 as it is amended or renumbered from time to time.

11.38 LOSS AND DAMAGES

All loss or damage arising out of the nature of the Work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in or during the prosecution of the Work, or from any casualty whatsoever of every description, will be sustained and borne by Contractor at its own cost and expense.

11.39 RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are

required in addition to existing easements or rights of way secured by the City as indicated upon the plans.”

11.40 EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

Contractor will use due care when excavating at or near intersections where traffic signal underground conduit is located. Contractor will notify the Transportation Maintenance Traffic Signal Division (480.312.5620) 48 hours in advance of any work at the intersections. Contractor will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager will have all underground traffic conduit located and will provide the necessary City Technicians to assist Contractor in identifying wiring phases and direction of conduit runs upon 24 hours notice from Contractor and at least 1 day before Contractor’s scheduled wiring and installation of temporary cables. Contractor will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Transportation Maintenance Manager will provide a City technician to assist Contractor with connecting field wiring within the traffic signal control cabinet. Contractor will provide, at its expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. Contractor will be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

11.41 CERTIFICATION OF USE OF BENCHMARKS

In compliance with the City’s Design Standards & Policies Manual (DS&PM), Sections 9-1.1 and 9-1.301, it is the City’s intent that Contractor must use both horizontal and vertical benchmarks with City of Scottsdale published values for any survey on all public works projects. These published values are available for public use at the following website: <https://eservices.scottsdaleaz.gov/maps/benchmarks>. AT LEAST 1 HORIZONTAL AND 1 VERTICAL BENCHMARK MUST MATCH THE NORTHING, EASTING OR ELEVATION VALUES PUBLISHED ON THE CITY’S WEBSITE. Contractor must sign and submit with this Contract, the Certificate of Use attached and by reference made a part of this Contract.

11.42 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities under this Contract. The City will have no obligation to pay additional amounts for taxes of any type. JOC and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the JOC, except as may be otherwise provided in this Contract. The JOC shall, and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

11.43 NO BOYCOTT OF ISRAEL

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11.44 CONTRACTOR WARRANTS AND CERTIFIES THAT IT DOES NOT CURRENTLY, AND AGREES FOR THE DURATION OF THE CONTRACT THAT IT WILL NOT, USE:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with this paragraph, Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

ARTICLE 12 – DEFINITIONS

“Adjustment” means a written order signed by an authorized representative of the City and Contractor and which approves changes in the scope of the Work in the Job Order; in the total compensation or time allowed for completion of the Job Order, or modifications to other contract terms.

“Allowance” means an agreed amount by the City and Contractor for items which may be required to complete the scope of work.

“As-built Document” – “As-built in construction is equivalent to “as-is.” Drawings deemed “as-built” are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

“Blueline or Blackline Prints” – Prints that allows comparison of document versions to show what has been revised.

“Change Order” means a written order signed by an authorized representative of the City and which approves changes in the total compensation or time allowed for completion of services consistent with S.R.C. Sec. 2-200.

“City” means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under

this Contract.

“City’s Representative” means the person designated in Subdivision 7.4(A) (2).

“City’s Senior Representative” means the person designated in Subdivision 7.4(A) (1).

“Construction Coordinator” means a City employee who coordinates the daily construction activities with Contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications and adopted City codes and ordinances.

“Construction Documents” means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved Job Order Adjustments.

“Construction Fee” means Contractor’s home office overhead and profit, whether at Contractor’s principal or branch offices. This includes the home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

“Contract” or “Job Order Contract” means this fully executed Contract between the City and Contractor.

“Contract Administrator” means the persons designated in Article 7.4(A).

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and Contractor: (1) Change Orders; (2) Job Order Adjustments; (3) Contract Modifications; (4) this Contract including all exhibits and attachments; (5) Contractor’s Proposal (if any); (6) Contractor Statement of Qualifications.

“Contract Modification” means a specific written concurrence between the City and Contractor for changes to this Contract.

“Contract Price” means the amount or amounts stated in Article 4 subject to any Contract Adjustments.

“Contract Services” means the services required by the Contract Documents.

“Contract Time(s)” means the time stated in Article 3, subject to Job Order Adjustments or extensions as permitted by this Contract.

“Contractor” is Contractor selected by the City to provide or procure construction services as detailed in this Job Order Contract.

“Contractor Payment Request” means the City form used by Contractor to request progress payments for Job Orders in accordance with Article 6.

“Contractor’s Representative” means the person described in Article 7.4(B) (2).

“Contractor’s Senior Representative” means the person described in Article 7.4(B) (1).

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Delay” means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the project to be extended. Delays may be caused by the City, Contractor, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

“Delay, Compensable” means delay that results from the City’s actions or inactions that entitle Contractor to both a time extension and delay damages.

“Delay, Concurrent” means 2 or more delays, within the same timeframe, both of which would independently impact the project’s critical path. If one delay is caused by the City and the other by Contractor, Contractor will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may “overlap.”

“Delay, Excusable” means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of Contractor (including its Suppliers and Subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

“Delay, Non-Excusable” means a delay within the control of Contractor, its suppliers and subcontractors, or a delay resulting from a risk taken by Contractor under the terms of the Contract. Contractor will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

“Deliverables” means the work products prepared by Contractor in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by Contractor may include, but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

“Design Professional” means a qualified, licensed design professional who furnishes design or construction administration services.

“Differing Site Conditions” comply with M.A.G. Standard Specifications, Subsection 102.4.

“Duration of the Work” means the number of Days from a Job Order Notice to Proceed to Substantial Completion.

“Effective Date” means the date that this Contract takes effect and becomes operative and enforceable. The Effective Date of this Contract shall be the date on which it is executed by the City, as noted at the beginning of this Contract.

“Field Order” means a written field directive prepared and signed by the City, directing a change in work that may or may not include an adjustment in contract price or contract time.

“Final Acceptance” means the completion of a Job Order as prescribed in Article 3.4.

“Informational Submittals” – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a

project.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to an individual Job Order and includes a specific written Contract between the City and Contractor for a Job Order including a Scope of Work, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Contract. The Job Order includes the plans, technical specifications, special provisions and Contractor's proposal either by reference or inclusion.

“Job Order Price” means the amount negotiated between Contractor and the City that includes costs, overhead, bonding, insurance, profit and other costs as agreed to and calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Article 4.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Contract by executing an individual Job Order for that specific Project.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work.

“Liquidated Damages” means an amount Contractor will pay in compliance with Article 3.5.

“Must” and “will” as used in this Contract are mandatory.

“Notice to Proceed,” (NTP) means a written notice given by the City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under that individual Job Order.

“Owner Agent,” “City's Agent” or “Owner Representative” see “City's Senior Representative.”

“Payment Request” means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

“Professional Certification” – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

“Project Record Documents” means the documents created pursuant to Article 1.9.

“Project Record Drawing Prints” – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent “as-built” drawings.

“Punch List” means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)” means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

“Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located. Contractor will require all subcontractors to include the street address of the Job Order in their contracts.

“Specifications” means those sections of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain applicable administrative details.

“Subcontractor” or “Sub consultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Contract Services and must include material men and suppliers. All Subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

“Substantial Completion” means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (1) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (2) issuance of elevator permit; (3) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (4) installation of all materials and equipment; (5) City review and acceptance of all systems; (6) City review and acceptance of draft O&M manuals and record documents; (7) City operation and maintenance training completed; (8) HVAC test and balance completed [provide minimum 30 days before projected substantial completion]; (9) completed landscaping and site work; and (10) final cleaning.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with Contractor or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase work by Contractor or any Subcontractor.

“Work” means the entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

CITY OF SCOTTSDALE, ARIZONA

CONTRACT NO. 2025-041-COS


CONTRACT


This Contact has been properly executed by the parties above named, on the date and year written above, to be retained by the City Clerk.

Contractor agrees that this Contract, as awarded, is for the stated Work and understands that payment for the Work will be made on the basis of the indicated amount, per the terms and conditions of this Contract.


CITY OF SCOTTSDALE, an
Arizona municipal corporation

CONTRACTOR:
B&F Contracting, Inc., an Arizona
corporation

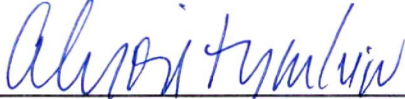
By: 
Lisa Borowsky, Mayor

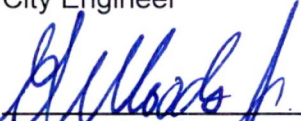
By: 
Title: CEO

ATTEST:


Ben Lane, City Clerk

RECOMMENDED:


Alison Tymkiw, P.E.
City Engineer


George Woods
Risk Management Director

APPROVED AS TO FORM:

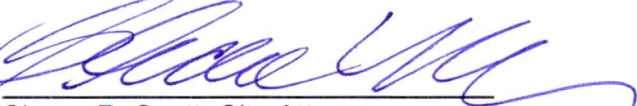

Sherry R. Scott, City Attorney
By: Shane C. Morrison, Assistant City Attorney

EXHIBIT A

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 2023, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond will be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond will recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 2023.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT B

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the ____ day of _____, 2023, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond will recover as a part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the ____ day of _____, 2023.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

COPY

RESOLUTION NO. 13359

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING JOB ORDER CONTRACT (JOC) CONTRACT NO. 2025-040-COS WITH ACHEN-GARDNER CONSTRUCTION, LLC, CONTRACT NO. 2025-041-COS WITH B&F CONTRACTING, INC., CONTRACT NO. 2025-042-COS WITH GARNEY COMPANIES, INC., CONTRACT NO. 2025-043-COS WITH HUNTER CONTRACTING COMPANY, AND CONTRACT NO. 2025-044-COS WITH MGC CONTRACTORS, INC. FOR CITYWIDE UNDERGROUND WATER INFRASTRUCTURE CONSTRUCTION SERVICES.

WHEREAS, the City desires Underground Water Infrastructure construction services throughout the City on an as-needed basis; and

WHEREAS, Achen-Gardner Construction, LLC, B&F Contracting, Inc., Garney Companies, Inc., Hunter Contracting Company, and MGC Contractors, Inc. are each qualified to render the services desired by the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Maricopa County, Arizona as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute, on behalf of the City, Job Order Contract (JOC) Contract No. 2025-040-COS with Achen-Gardner Construction, LLC, Contract No. 2025-041-COS with B&F Contracting, Inc., Contract No. 2025-042-COS with Garney Companies, Inc., Contract No. 2025-043-COS with Hunter Contracting Company, and Contract No. 2025-044-COS with MGC Contractors, Inc., each in an amount not to exceed fifteen million dollars (\$15,000,000) for the initial two year term of each contract for Underground Water Infrastructure construction services throughout the City on an as-needed basis.

Section 2. The City Manager or designee is hereby authorized to execute such other documents and take such other actions as necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 8th day of April, 2025.

ATTEST:

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: Ben Lane
Ben Lane, City Clerk

By: Lisa Borowsky
Lisa Borowsky, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Sherry R. Scott
Sherry R. Scott, City Attorney
By: Shane C. Morrison, Assistant City Attorney



December 23, 2024

RFSQ-112024-222

**REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ) FOR
JOB ORDER CONTRACT FOR
Citywide Water Resources Underground Infrastructure**

Staff Contact:

**Thyra Ryden-Diaz, PE
Principal Project Manager
tryden-diaz@scottsdaleaz.gov**

**STATEMENTS OF QUALIFICATIONS ARE DUE:
Thursday, January 23, 2025, by 10:00 A.M. local time**

REQUEST FOR STATEMENTS OF QUALIFICATIONS

JOB ORDER CONTRACT FOR

Citywide Water Resources Underground Infrastructure

SECTION I – PROJECT DESCRIPTION

The City of Scottsdale is seeking to contract with a minimum of four (4) and no more than five (5) professionally qualified Job Order Contract (JOC) contractors to provide Citywide Water Resources Underground Infrastructure services on an as-needed basis at various project locations throughout the City of Scottsdale (City).

The initial term of each JOC will be for two (2) years and have a maximum contract term amount of \$15,000,000 and an individual Job Order maximum amount of \$5,000,000. Each JOC may be renewed for up to three (3) additional one-year terms, each with a maximum contract term amount of \$7,500,000 per extension. Renewal of the contract will be based on the successful performance by the JOC contractor and the needs of the City. The contract maximum may be increased at the time the option is exercised, or at another time deemed prudent by the mutual agreement of both parties, subject to the City's contract modification procedures. At the City's direction a Price Book of common scope line items may be required and utilized. The City makes no guarantee of work under a JOC.

SECTION II - SCOPE OF WORK

At the beginning of each Job Order, a scope of work conference may be scheduled to define design and construction services required of the contractor. It is the responsibility of the JOC contractor to provide cost estimating and project scheduling for design, construction and/or maintenance for specific project scopes.

Citywide Water Resources Underground Infrastructure work may include, but is not limited to:

- *Sewer Gravity Lines and Manholes (various sizes)*
- *Sewer Force Mains, Cleanout Vaults, air valves and Appurtenances (various sizes)*
- *Jack and Bore*
- *Potable Water Mains and Appurtenances (various sizes)*
- *Water Mains and Appurtenances (various sizes)*
- *Pressure Reducing Valves, flow control vaults, turnout structures etc.*
- *Combination Air Release Valves and Water Main Isolations Valves*
- *Water and sewer Service Connections to Mains (saddles and tees)*
- *Preconstruction Services (filed verification, potholing, design review, construction feasibility analysis, value engineering, cost estimating, long lead procurement, detailed scheduling and sequencing, cost estimating)*

- *Buried dry and wet utility new installation, realignment, and coordination (electrical, fiberoptic, equipment control, telecom, gas, storm drain, etc.)*
- *Potable water main, gravity sewer and sewer force main assessment and rehabilitation*
- *Well drilling, equipping, testing and replacement*
- *Sewer gravity and force main pipeline rehabilitation, installation, or realignment*
- *Reclaimed water pipeline and appurtenances (RWDS)*
- *Raw water pipeline and appurtenances*
- *Irrigation water pipeline and appurtenances (IWDS)*
- *Sewer manhole coating, CIPP lining, polymer concrete inserts installation*
- *Bypass pumping*
- *Pavement or other hardscape restoration related to construction*
- *Warranty inspection support*

Construction services to complete water resources underground infrastructure projects, which may include but not be limited to; sewer lines and manholes (various sizes), sewer lining installation, water mains (various sizes) and appurtenances, pressure reducing valves, air release valves, water main valves, fire hydrants, water service lines and other related water resource items, or services, as requested.

Some level of design services may be required for some JOCs; however, most will be designed either by City staff or through consultants under separate contract with the City. For those Job Orders that may require design services, the contractor shall seek the services of a qualified professional engineer, registered in the state of Arizona, to prepare construction documents and obtain appropriate City and other regulatory agency permits. The cost of engineering services associated with JOC projects shall not exceed \$25,000. It is the responsibility of the JOC contractor to provide project management, project supervision, cost estimating, project scheduling, design, construction and/or maintenance for specific project scopes. The Contractor will also be responsible for:

- Knowledge of and compliance with current City of Scottsdale adopted codes;
- Knowledge of and compliance with the current City of Scottsdale Supplement to MAG;
- Quality control; and
- All work incidental to each JOC work order.

The City of Scottsdale and/or Engineering consultants, and other professional services providers under contract with the City will provide contract administration, construction observation, acceptance inspection, soils testing, and quality acceptance material testing.

The intent of this scope of work outline is to provide the framework of the anticipated work and should not be construed as being final and comprehensive. A complete and detailed scope of work will be developed as part of the contract negotiations with the selected company/team.

SECTION III - STATEMENTS OF QUALIFICATIONS EVALUATION CRITERIA

Qualified contractors will submit electronic Statements of Qualifications for review by the City's selection panel (See Section IV, below). Evaluation of the submittals will be based on the following:

A. General Information	Max. 100 Points
B. Company's Capabilities and Relevant Experience	Max. 300 Points
C. Experience of Key Personnel	Max. 250 Points
D. Approach to Performing Services	Max. 200 Points
E. Subcontractor Selection Plan	Max. 50 Points
F. Overall Evaluation of the Company/Team and its perceived ability to provide the required services as determined by the selection panel. (No submittal response is required.)	Max. 100 Points

A. General Information

1. Provide a general description of the company and/or team that is proposing to provide JOC services. Explain the legal organization of the proposed company or team. Provide an organizational chart showing the key personnel. If a specific subcontractor will be utilized for all work of a certain type, include information on this subcontractor (the organizational chart is counted as part of the nine (9) pages). The prime contractor is expected to self-perform a minimum of 50 percent (50%) of Job Order work value, not including any engineering or other design services. This requirement may be adjusted for specific Job Orders, at the City's discretion.
2. Identify the location of the company's principal office and the local office's work role.
3. Identify any contract or subcontract held by the company or officers of the company, which has been terminated within the last five (5) years for cause. Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.
4. List the Arizona professional and contractor's license(s) held by the company. Provide the license number and explain if held by an individual or the company.
5. Provide scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards may be placed on same page.
6. Provide a statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and the maximum contract term amount. The single project bonding capacity must be \$2,000,000 or above and the contract term bonding capacity must be \$6,000,000 or above.

7. Provide a copy of OSHA 300A Summary Log information for the past two (2) calendar years.
8. Provide a copy of a previous 2023 or 2024 project Safety and Health Plan.
9. Items 5-8, listed above, should be attached as an Appendix, and will not count against the total page count.

B. Experience and Qualifications of the Company/Team

1. Identify at least five (5) similar projects including a minimum of two projects currently under construction or completed within the last 180 days. The projects listed should show the breadth of the contractor's JOC experience in managing multiple trade subcontractors, vendors and suppliers. As part of the selection process, the City may take into consideration the number of Job Order contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City.

For each project identified provide the following information:

- a. Description of project.
 - b. Role of the contractor, either as prime or subcontractor.
 - c. Project's original contracted construction cost and final construction cost.
 - d. Construction dates.
 - e. Project owner reference information (name with telephone number). This should be a person representing the owner who has firsthand knowledge of work performance.
2. List all City of Scottsdale projects where the contractor provided similar construction services in the last five (5) years, either completed or ongoing.

C. Experience of Key Personnel Expected to be Assigned to this JOC

1. Key person is the same as one selected for the contractor, provide just the project name and the role of the key person. For other projects provide:
 - a. Description of the project.
 - b. Role of the person.
 - c. Project's construction cost.
 - d. Construction dates.
 - e. Project owner reference information (name with telephone number). This should be a person representing the owner who has firsthand knowledge of work performance.
2. List any proposed subcontractor, including key staff names and the experience and qualifications of these individuals.

D. Approach to Performing the Required Services

1. Describe the process and techniques that the Company has developed for other JOC work. Provide specific methods, details and why the approach worked.
2. Describe software system used for planning, project engineering, scheduling, estimating, and managing construction.
3. Discuss the company's intention of self-performance for each Job Order. The City requires 50% self-performance, based on scope not fee, per project.
4. Submit a proposed subcontractor selection plan, or, describe the procedures that will be used to implement the City's Subcontractor Selection Plan, as described in the City's sample Job Order Contract, which is attached as Exhibit C. Under A.R.S. 34-604, Subcontractors, with the exception of engineering services, may be selected based on qualifications alone, or on a combination of qualifications and price, but may not be selected based on price alone. Selection of engineering services shall be based on qualifications alone.

E. Subcontractor Selection Plan

1. The firm must submit its Subcontractor Selection Plan in keeping with the requirements of Exhibit D, attached and by reference made a part of this RFQ. Subcontractors must be selected based on qualifications alone or a combination of qualifications and price, but not on price alone. Discuss any identified self-performance items and discuss how your JOC team will demonstrate/ensure self-performed work is cost competitive. City reserves the right to limit self-performance to 35% of the work.

F. Overall Evaluation of the Company/Team and its Perceived Ability to Provide the Required Services

This is to be determined by the selection panel. No submittal response is required.

SECTION IV - SELECTION PROCESS

A Selection Panel will evaluate each Statement of Qualifications (SOQ) according to the criteria set forth in Section III above in order to determine a "shortlist" of seven (7) contractors for the interview phase of the selection process. Finalists may be invited to participate in detailed interviews. An interview invitation letter will provide the evaluation criteria to be used. However, the City reserves the right to select contractor(s) based on the SOQ submittals only and not to proceed to detailed interviews. The tentative schedule provided below assumes interviews will be conducted.

The following tentative schedule has been prepared for this project:

Questions due	January 9, 2025
SOQ's due	January 23, 2025
SOQ evaluations complete	January 28, 2025
Interview Invitation Letter mailed	January 29, 2025
Anticipated Interviews/Selection	Week of February 3, 2025
Notification of Selection	February 6, 2025
Posting of Final Results	February 10, 2025
Anticipated Council Award	April 2025

Until the award and execution of the contract, the City will only release the name(s) of the selected Company(ies). All other information received by the City in response to the SOQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offeror(s) during the selection process. The submittal of the winning Company(ies) will be open to public inspection upon request after the contract is awarded and the City has executed the contract with the selected Company (ies).

SECTION V - INDEMNIFICATION AND INSURANCE REQUIREMENTS

The City of Scottsdale requires the selected Contractor(s) execute a City of Scottsdale Job Order Contract. The format of the City's basic contract is attached as Exhibit C. The City's Indemnification and Insurance language is included in this contract. **For Companies submitting statements of qualifications, the City requires a statement in the proposal that the Company has read and understood all the elements laid out in the JOC contract.**

Questions regarding insurance and indemnification shall be addressed prior to submittal in writing, by email to the e-mail address listed at the end of this document.

The City will require posting of Payment and Performance Bonds as a part of the individual Job Order Contract Work Orders, in conformance with the requirements of A.R.S. 34-608. Contractor may, at its option, provide Payment and Performance Bonds for the entire Job Order Contract amount, but there shall be no obligation for the City to reimburse the contractor for bond costs incurred, except on a pro-rated basis as each individual job order is issued.

SECTION VI - SUBMITTAL REQUIREMENTS

Reply to this request with an electronic Statement of Qualifications submittal which is **not more than nine (9) pages plus a one (1) page cover letter. Maximum document size is 10MB.** Pages that have project photos, charts, and graphs will count toward the maximum number of pages. However, a cover letter and/or cover will not be considered part of the nine (9) page limitation, nor will resumes. Resumes for each key team member shall be limited to a maximum length of one (1) page, must not include pictures or submittal

information, and should be incorporated as an appendix at the end of the SOQ. Table of Contents pages and divider pages will not be counted if they do not contain submittal information. Submittals that exceed the nine (9) page limitation will not be considered. Submittals shall not exceed 10 MB. The minimum font size shall be ten (10) point.

The SOQ submittal must include:

- A one (1) page cover letter prepared on the company's letterhead and signed by a principal of the company. Provide primary contact person and contact person's telephone number and e-mail address. This sheet is not included in your page count.
- The company's responses to the RFQ criteria in order and titled as listed using a MAXIMUM of 9 pages, each 8 ½" x 11" in size. Adherence to the maximum page criterion is critical; each page (maximum 8 ½" x 11") with criteria information will be counted. Companies are required to utilize a font size of no smaller than a ten (10) point and font used must be Arial, Bookman, Cambria, Century or Times New Roman only. The submittal must be able to be printed if necessary. Table of Contents or tabbed divider pages will not be counted towards the maximum number of pages. Submittals which exceed the nine (9) page limitation will not be considered.
- A statement in the proposal that the Company has read and understood all the elements laid out in the Job Order Construction Services Contract.
- The signed Affidavit Regarding Non-Collusion.
- Addenda Acknowledgement. (if applicable)

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

- Receipt of submittal past specified cut-off date and time.
- Adherence to number of page and font requirements.

SECTION VII – GENERAL INFORMATION

City Website: This Request for Qualifications will be posted on the City's website. The address is: <https://www.scottsdaleaz.gov/purchasing/procurement>

Instructions: **The City of Scottsdale will not be held responsible for any oral instructions.** Any changes to this Request for Qualifications will be in the form of an addendum, which will be furnished to all registered Request for Qualifications holders. A statement of receipt of all addenda must be included in the submittal or transmittal.

City Rights: The City of Scottsdale reserves the right to reject any oral Statements of

Qualifications, to waive any informality or irregularity in any Statements of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Release of Project Information: The City of Scottsdale shall coordinate the release of all public information concerning the project, including selection announcements and contract awards. Companies desiring to release information to the public must receive prior written approval from the City.

Contact with City Employees: All Companies interested in this project (including the Company's employees, representatives, agents, lobbyists, attorneys, and sub consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, City Manager, Assistant City Manager, Deputy City Managers, Department Heads and other staff. This policy is intended to create a level playing field for all potential Companies, assure that contract decisions are made in public and to protect the integrity of the selection process. All contacts on this selection process should be addressed in writing to the authorized representative identified below.

SECTION VIII - NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City of Scottsdale will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

SECTION IX - PROTESTS

Protests against the selection process will be heard under the procedures of the Scottsdale Revised Code 2-213 of the City of Scottsdale Procurement Code.

SECTION X – LAWFUL PRESENCE

Lawful Presence in the United States for Persons: A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that verifies that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. (This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria of a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the

appropriate copy of your documentation to verify of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona non-operating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before to issuing any contract.

If you have previously done business with the City and have already filed the above Affidavit with copies of an acceptable documentation, please indicate when you filed the affidavit. If your approved Affidavit is already on file with the City, you have complied with this requirement.

If you fail to provide a completed Affidavit and accompanying copy of your acceptable documentation, or if you do not advise the City of your previous filing within 10 calendar days after receiving the City's request you may be considered nonresponsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at: https://www.scottsdaleaz.gov/docs/default-source/scottsdaleaz/purchasing/affidavithb2008.pdf?sfvrsn=e31768ba_4

SECTION XI - STATEMENTS OF QUALIFICATIONS SUBMITTAL TIME AND PLACE

Submittals will be received no later than **January 23, 2025, 10:00 AM local time**. The City reserves the right to modify this Request for Statements of Qualifications at any time.

The electronic submittal shall be submitted in Adobe PDF format and uploaded to <https://securemail.scottsdaleaz.gov/filedrop/MTrivison@Scottsdaleaz.gov>. The subject line of the email **MUST READ: Your Company Name RFSQ-112024-222 Citywide Water Resources Infrastructure JOC**. Please upload your submission as a single adobe file. Submission through the Bonfire system instead of through SecureMail will be considered, however our preference is for submissions to be emailed to the address above. **Please note, e-mails are not automatic, but an acknowledgement will be sent as promptly as possible.**

SECTION XII – QUESTIONS

Questions concerning the RFQ must be delivered in writing by email to:

Mya Trivison
Project Management Assistant
mtrivison@scottsdaleaz.gov
CITY OF SCOTTSDALE / CAPITAL PROJECT MANAGEMENT
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251

Questions must be received in writing by **January 9, 2025, 10:00 am**. If warranted, responses to questions will be posted to the City's website at the address above by close of business, **January 13, 2025**, by addendum.

Verbal inquiries, in person or by telephone, will not be answered.

ATTACHMENTS:

Exhibit A – Acknowledgement of Addenda

Exhibit B – Affidavit Regarding Non-Collusion

Exhibit C – Job Order Contract Boilerplate

Exhibit D – City Subcontractor Selection Plan requirements

Exhibit A

ACKNOWLEDGEMENT OF ADDENDA

The company shall acknowledge all addenda in writing, by writing the addendum number(s) and dates below.

ADDENDUM NO. _____ DATE

ADDENDUM NO. _____ DATE

ADDENDUM NO. _____ DATE

Exhibit B
AFFIDAVIT REGARDING NON-COLLUSION

PROJECT NAME: Water Infrastructure JOC

State of _____

County of _____

I,

_____,
(name and title of authorized representative) says and certifies, that said Contractor/Company has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract. This affidavit must be notarized for it to be acceptable.

Contractor/Company Name

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

The foregoing instrument was acknowledged before me this _____ day of _____
20____.

Notary Public

My Commission Expires

Notary Stamp



CITY OF SCOTTSDALE

JOB ORDER CONTRACT

NO. 2024-_____-COS

SAMPLE

TABLE OF CONTENTS

RECITALS..... 1

ARTICLE 1 - CONTRACTOR’S SERVICES AND RESPONSIBILITIES..... 1

ARTICLE 2 - CITY’S SERVICES AND RESPONSIBILITIES..... 17

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME 20

ARTICLE 4- CONTRACT PRICE AND JOB ORDER PRICE 23

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME 24

ARTICLE 6 - PROCEDURE FOR PAYMENT 30

ARTICLE 7 - CLAIMS AND DISPUTES 33

ARTICLE 8 - SUSPENSION, TERMINATION AND CANCELLATION 35

ARTICLE 9 - INSURANCE AND BONDS..... 39

ARTICLE 10 - INDEMNIFICATION..... 44

ARTICLE 11 - GENERAL PROVISIONS..... 50

ARTICLE 12 - DEFINITIONS..... 59

EXHIBIT A - STATUTORY PERFORMANCE BOND

EXHIBIT B - STATUTORY PAYMENT BOND

CITY OF SCOTTSDALE

CONTRACT NO. 2023- -COS

THIS CONTRACT, ("Contract") is entered into this ____ day of _____, 2024, ("Effective Date") between the City of Scottsdale, an Arizona municipal corporation ("City") and _____, an _____, ("Contractor").

RECITALS

- A.** The Mayor of the City of Scottsdale, Arizona, is authorized and empowered by the provisions of the City Charter to execute contracts for construction and related services.
- B.** The City intends to contract for construction and related services for one or more individual Job Orders.
- C.** Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages Contractor for these services.

FOR AND IN CONSIDERATION of the mutual covenants and considerations contained in this Contract, it is agreed by the City and Contractor as follows:

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1. GENERAL SERVICES

- A.** Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities specified in the individual Job Order for which it is issued a Job Order Notice to Proceed in accordance with this Contract. The City may determine it is in its best interest to furnish materials and equipment for an individual Job Order in accordance with the Job Order.
- B.** The Work will be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the monitoring of the City Engineer, or her properly authorized agents, within the care and skill of a qualified contractor in Scottsdale, Arizona.
 - 1. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, Contractor will seek the services of an Arizona registered architect or engineering professional to prepare plans for permitting. The procurement of design services will be in accordance with City of Scottsdale procurement procedures. If the services of a design professional are used, the design professional must maintain at least \$1,000,000 Professional Liability Coverage.
 - 2. All documents prepared by Contractor are subject to review by the City. Review by the City is for the benefit of the City only, is not intended to be for the benefit of any other person, and does not relieve Contractor from the professional liability associated with the documents they have

prepared.

3. Contractor's Representative shall be reasonably available to the City and will have the necessary expertise and experience required to supervise the Contract Services. A Contractor's Representative will be assigned for each Job Order. Contractor's Representative will communicate regularly with the City and will be vested with the authority to act on behalf of Contractor.
- C. The City is a member of \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, Maricopa County, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under \$AVE Cooperate Purchasing Agreement, and with the concurrence of successful Respondents under this solicitation, a member of \$AVE may access a contract resulting from this solicitation issued by the City. By signing the JOC Contract, Contractor agrees to allow other \$AVE members the ability to purchase their needs and "use" this contract for JOC requirements.

1.2. GOVERNMENT APPROVALS AND PERMITS

- A. Unless otherwise provided, Contractor will obtain or assist the City in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. Contractor is responsible for obtaining payment for the necessary environmental permits or file the necessary environmental notices.
- B. Copies of these permits and notices must be provided to the City's Representative before starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- C. The City is responsible for the City of Scottsdale review and permit(s) fees for building and demolition permits. The City will pay City review fees for grading and drainage, water, sewer, storm water management, and landscaping. The City will also pay for City utility design fees for permanent services.
- D. Contractor is responsible for all other permits and review fees not specifically listed in Article 1.2(C) above.
- E. Contractor is responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water will be Contractor's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- F. The M.A.G. Standard Specification 107.12 is modified to read as follows: "Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuse haul-off as indicated upon the plans, which are required in addition to existing easements or rights-of-way secured by the City."

1.3. PRE-CONSTRUCTION CONFERENCE

- A. After execution of a Job Order and before the commencement of any Work on any individual Job Order, a pre-construction conference may be scheduled.
- B. The purpose of this conference is to establish a working relationship between Contractor, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, level of Record Drawings required, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.
- C. At a minimum, attendees will include Contractor Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and Contractor's safety officer.
- D. The Job Order Notice to Proceed date will be established.
- E. Contractor will provide a Baseline Project Schedule indicating duration, manpower and equipment resources required to complete all major work activities. The City and Design Team will review and comment on the Baseline Project Schedule. Contractor will revise the Baseline Project Schedule to the satisfaction of the City's Representative. No work will begin until the City accepts the Baseline Project Schedule.
- F. Contractor will submit a Schedule of Values based on the work and bids accepted from selected Subcontractors. These values will reflect the actual labor time, materials, profit and overhead for the Work or in accordance with Contractor's price book.

1.4. CONTROL OF THE WORK

Contractor will properly guard and protect all partially finished work and will be responsible for the Work until the entire Job Order is completed and accepted by the City. Any payment for completed portions of the Work will not release Contractor from this responsibility; however, he will turn over the entire Work in full compliance with the specifications or Job Order before final settlement is made. In case of suspension of the Work for any cause whatever, Contractor is responsible for the Project and will take all precautions necessary to prevent damage to the Project and will erect any necessary temporary structures, signs, or other facilities at no cost to the City.

- A. After all Work under the Job Order is completed, Contractor will remove all loose concrete, lumber, wire, reinforcing, debris and other materials not incorporated in the Work from the site of the Work.
- B. Unless the Job Order states that it is the responsibility of the City or a separate contractor, Contractor will provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, other temporary facilities, temporary fencing, roll-offs, and dust control to permit Contractor to complete the Work consistent with the Job Order.

- C. Contractor will perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Job Order. Contractor will at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- D. Survey stakes and marks required for the completion of the construction shown on the plans and described in the specifications will be furnished by Contractor.
- E. Contractor, its designee or Contractor's Superintendent will be present at the Work at all times that construction activities are taking place.
 - 1. All elements of the Work, such as concrete work, pipe work, etc., will be under the direct supervision of a foreman or his designated representative on the Site who will have the authority to take actions required to properly carry out that particular element of the Work.
 - 2. In the event of noncompliance with Article 5.1, the City may require Contractor to stop or suspend the Work in whole or in part.
- F. Where the Job Order requires that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for the work is approved.
- G. Before ordering materials or doing work, Contractor and each Subcontractor will verify measurements at the Site and will be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, will be submitted to the City for resolution before proceeding with the Work.
- H. Contractor will take field measurements and verify field conditions and carefully compare these field measurements, conditions and other information known to Contractor with the Job Order before starting activities. Errors, inconsistencies or omissions discovered will be immediately reported to the City.
- I. Contractor will establish and maintain all building and construction grades, lines, levels, and benchmarks, and will be responsible for the accuracy and protection of these items. This work will be performed or supervised by an Arizona licensed civil engineer or surveyor.
- J. Any person employed by Contractor or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly will, at the written request of the City, be removed from the Work by Contractor or Subcontractor employing this person, and will not be employed again in any portion of the Work without the written approval of the City. Contractor or Subcontractor will hold the City harmless from damages or claims, which may occur in the enforcement of this Article.
- K. Contractor assumes responsibility for the proper performance of the Work of Subcontractors and any acts and omissions in connection with this performance. Nothing in the Contract Documents is intended or considered to create any legal

or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

- L. Contractor will coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under the City's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- M. On a daily basis, Contractor will prepare a Contractor's Daily Report. The City's CPM Project Inspector or the Public Works Project Coordinator will provide a sample report format to the Contractor. The report will detail the activities that took place during the course of the day, all equipment utilized and the number of hours operated, and all personnel on the Site including Subcontractors. Unless otherwise arranged, the Daily Reports will be submitted on a daily basis to the City's CPM Inspector or the Public Work's Project Coordinator. The Daily Reports will also be made available to the City's Representative upon request. Failure to provide Daily Reports as arranged or requested above will result in the retention of monthly progress payments until the Reports are brought up to date.
- N. In the event of noncompliance with this Article 1.4, the City may require Contractor to stop or suspend the construction in whole or in part. Any suspension due to Contractor's noncompliance will not be considered a basis for an increase in the Contract Price or extension of the Contract Time.

1.5. CONTROL OF THE WORK SITE

- A. Throughout all phases of construction, including suspension of the Work, Contractor will keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor will remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions of it to permit the City to occupy the Project or a portion of the Project for its intended use.
- B. Dust Control. Contractor will take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this Contract. The dust control measures will be maintained at all times during construction of the Project(s) to the satisfaction of the City in accordance with the requirements of the Maricopa County Health Department Air Pollution Control Regulations and City of Scottsdale Supplement to M.A.G. Standard Specifications together with applicable provisions of Federal and State Law.
- C. Dust Control Coordinator. At any City construction site of 5 acres or more of disturbed surface area, subject to a permit issued by a Control Officer requiring control of PM-10 emissions from dust generating operations, Contractor must have at all times at the Site, at least 1 Dust Control Coordinator trained in accordance with the requirements of A.R.S. §49-474.05 during primary dust generating operations that is related to the purposes for which the Dust Control Permit was

issued. The Dust Control Coordinator must have full authority to ensure that dust control measures are implemented at the Site, including authority to conduct inspections, deploy dust suppression resources, and modify or shutdown activities as needed to control dust. The Dust Control Coordinator must be responsible for managing dust prevention and dust control on the Site, including the use of leaf blowers and street sweeping equipment. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator.

The requirements described in the above Article do not apply if all 3 of the following circumstances are present:

1. The area of disturbed surface area is less than 5 acres.
2. The previously disturbed areas are stabilized in accordance with the requirements of any applicable County rules.
3. Contractor with the Dust Control Permit provides notice of the acreage stabilized to the County Control Officer.

On sites with greater than 1 acre of disturbed surface area, Contractor holding a Dust Control permit issued by a County Control Officer, who is required to obtain a single permit for multiple noncontiguous sites that is required to control PM-10 emissions from dust generating operations must have at least 1 individual who is designated as a Dust Control Coordinator. The Dust Control Coordinator must have a valid Dust Training Certification Identification Card readily accessible on the Site while acting as the Dust Control Coordinator. The Dust Control Coordinator must be present on Site at all times during primary dust generating activities that are related to the purposes for which the permit was issued.

A Subcontractor who is engaged in dust generating operations at a Site that is subject to a Dust Control Permit issued by a County Control Officer and that requires the control of PM-10 emissions from dust generating operations must register with the County Control Officer. The Subcontractor must have its registration number readily accessible on the Site while conducting any dust generating operations.

- D. Storage on Site. Only materials and equipment, which are to be used directly in the Work, will be brought to and stored on the Site by Contractor. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of Contractor.
- E. Waste Products. Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the Work under this Contract. The waste product referred to will become the property of Contractor. Contractor will provide for the legal disposal at an appropriate off-site location for all waste products, debris, etc., and will make necessary arrangements for its disposal. Any disposal/dumping of waste products or unused materials will conform to applicable Federal, State and Local Regulations.
- F. Contractor will supervise and direct the Work. He will be solely responsible for the

means, methods, techniques, sequences and procedures of construction. Contractor will employ and maintain on the Job Site a qualified supervisor or superintendent who will have been designated in writing by Contractor as Contractor's Representative. The Representative will have full authority to act on behalf of Contractor and all communications given to the Representative will be as binding as if given to Contractor. The Representative will be present on the Site at all times as required to perform adequate supervision and coordination of the Work. Where appropriate all Provisions of M.A.G., Section 105.5, will be applicable.

- G. **Abnormal Weather.** In the event of abnormal weather conditions, such as windstorms, rainstorms, etc., Contractor will immediately inspect the Work Site and take all necessary actions to insure public access and safety are maintained.
- H. **Damage to Property at the Site.** Contractor will be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of the City or its representatives, employees or agents and not covered by insurance. The costs and expenses incurred by Contractor under this Article will be paid as a Cost of the Work to the extent that these costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles, but they will not increase the Contract Price.
- I. **Damage to Property of Others.** Contractor will avoid damage, as a result of Contractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of the City. Contractor will repair any damage caused by the operations of Contractor, and these costs will be paid as a Cost of the Work to the extent that the costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible, but they will not increase the Contract Price.
- J. **Failure of Contractor to Repair Damage.** After receiving and acknowledging 10 days written notice, if Contractor fails to commence the repair of damage to property as provided in Articles 1.5(I) and 1.5(J), and diligently pursue the repair, then the City may elect to repair the damages with its own forces and to deduct from payments due or to become due to Contractor, amounts paid or incurred by the City in correcting the damage (provided Contractor has not commenced such repair during this 10 day period).

1.6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Contractor will review, approve and verify that all submittals meet the intent of the Contract Documents.
- B. Three (3) copies of each Shop Drawing, Product Data, Sample, and similar submittals required by the Contract Documents will be delivered to the City in compliance with the approved schedule so as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by Contractor,

which are not required by the Contract Documents, may be returned without action.

- C. Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. All Work will be in compliance with approved submittals. Contractor will not be relieved of responsibility for any errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval. Deviation from the original specifications will be specifically noted on the submittal to the City and the City will be allowed 7 days to approve or reject any deviations.
- D. By approving, verifying and submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria, or will do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Job Order.
- E. Contractor will not be relieved of responsibility for deviations from requirements of the Job Order by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed the City in writing of the deviation at the time of submittal and the City has given written approval to the specific deviation. Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval.
- F. Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.
- G. Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- H. When professional certification of performance criteria of materials, systems or equipment is required by the Job Order, the City will be entitled to rely upon the accuracy and completeness of the calculations and certifications.

1.7. QUALITY CONTROL, TESTING AND INSPECTION

- A. Inspection. The City's Inspectors may be stationed on the Work site to report to the City's Representative or his Designee as to the progress of the Work. The City's Representative or his Designee may also report as to the manner in which the Work is being performed and report whenever it appears that material furnished or Work performed by Contractor fails to fulfill the requirements of the specifications, this Contract or the Job Order. The Inspector may direct the attention of Contractor to any failure or infringement but this inspection will not relieve Contractor from any obligation to furnish acceptable materials or to provide completed construction that complies with the Contract or the Job Order in every way. The Inspector is for the purpose of assisting the City's Representative and should not be confused with an Inspector with a City regulatory agency or with an inspector from a laboratory under Article 1.8.

- B. In case of any dispute arising between the Inspector and Contractor as to material furnished or the manner of performing the Work, the Inspector will have the authority to reject materials or suspend the Work until the question and issue can be referred to and decided by the City. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of the specifications. Inspectors will in no case act as foremen or perform other duties for Contractor or interfere with the management of the Work by Contractor.
- C. Inspection or supervision by the City's Representative or Designee will not be considered as direct control of the individual workman and his work. The direct control will be solely the responsibility of Contractor.
- D. The furnishing of these services for the City will not make the City responsible for or give the City control over construction means, methods, techniques, sequenced procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in compliance with the Contract Documents.

1.8. MATERIALS TESTING

All materials used in the Work will be new and unused, unless otherwise noted, and will meet all quality requirements of the Job Order.

- A. All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection of the City. Any materials rejected by the City will be removed immediately and replaced in a manner acceptable to the City at no further cost to the City.
- B. The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, the City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.
- C. The City will select a pre-qualified City or Independent Testing Laboratory and will pay for initial City Acceptance Testing.
 - 1. When the first and subsequent tests indicate noncompliance with the Job Order, the cost associated with that noncompliance will be paid for by Contractor.
 - 2. When the first and subsequent tests indicate noncompliance with the Job Order, all retesting will be performed by the same testing agency. The cost associated with the noncompliance will be paid by Contractor.
 - 3. Contractor will cooperate with the selected testing laboratory and all others responsible for the testing and inspecting of the Work and will provide them access to the Work at all times.
- D. At the option of the City, materials may be approved at the source of supply before

delivery is started.

- E. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, will be the responsibility of and will be paid by Contractor, unless otherwise provided in the Job Order.
- F. Contractor's convenience and quality control testing and inspections will be the sole responsibility of Contractor and paid by Contractor.
- G. All soils and materials testing will be performed and paid for by the City. The City will order tests and distribute test results for all construction areas. The City will be responsible for ordering testing and will distribute test results within 24 hours of receipt.

1.9. PROJECT RECORD DOCUMENT/AS BUILTS

- A. During the construction period, Contractor will maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and Shop Drawings for Project Record Document purposes.
 1. Contractor will mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Contractor will give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - Dimensional changes to the drawings.
 - Revisions to details shown on drawings.
 - Depths of foundations below first floor.
 - Locations and depths of underground utilities.
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Duct size and routing.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings.
 2. Contractor will mark completely and accurately Record Documents, prints of Construction Documents or Shop Drawings; whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
 3. Contractor will mark Project Record Drawings sets with red erasable colored pencil.
 4. Contractor will note Request for Information (RFI) Numbers, American Standards Institute (ASI) Numbers and Adjustment Numbers, etc., as required to identify the source of the change to the Construction

Documents.

5. Contractor will at the time of Substantial Completion, submit Project Record Drawing prints and Shop Drawings to the City or its representative for review and comment.
- B. Immediately upon receipt of the reviewed Project Record Drawings from the City, Contractor will correct any deficiencies or omissions to the drawings and prepare the following for submission to the City:
1. A complete set of PDF electronic files of all Project Record Drawings prepared in Microstation format compatible with City of Scottsdale CADD requirements. If a Design Professional is contracted with, the Design Professional will provide files of the original Construction Documents to Contractor for use in preparing these final Record Documents, or Contractor may contract with the Design Professional to revise and update the electronic drawing files. Each drawing will be clearly marked with "As-Built Document" and shall be certified by an Arizona Registered Land Surveyor.
 2. A complete set of As-Built reproducible mylars from the final Microstation drawings and an electronic pdf file on CD are required.
 3. The original copy of the Project Record Drawings (redline mark-ups).

1.10. PROJECT SAFETY

- A. The Occupational Safety and Health Act (OSHA) and the City of Scottsdale loss control procedures are the minimum standard for safety and environmental protection and must be fully complied with at all times. All Work will be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including ADOSH policies and procedures. Contractor may be required to attend a City safety briefing session at the pre-construction meeting. The session will be attended by the Contract Administrator, the designated Risk Management staff, and a Contractor's Representative.

Contractors that violate the aforementioned rules and regulations may be subject to job shutdown and or removal from City facilities.

- B. The Risk Management Division makes available a packet which contains the City's OSHA compliance guidelines, emergency evacuation, the City's safety and health plan, and other safety information.
- C. Contractor will conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- D. Contractor will contact the City's Representative and the Risk Management Division within 24 hours of the occurrence of an accident or injury arising out of Contractor's Work under this Contract.
- E. Contractor employees are encouraged to abate or remedy any unsafe act or

condition, which may arise in the course of Contractor's Work under this Contract.

- F. The City reserves the right to conduct safety audits at the Job Site and stop unsafe acts at any time. In addition, the City will be notified within 4 hours should any OSHA inspection occur at a City Job Site.
- G. Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to:
 - 1. All individuals at the Site, whether working or visiting;
 - 2. The Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and
 - 3. All other property at the Site or adjacent to the Site.
- H. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- I. Contractor will, before commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Contractor's Safety Representative will be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- J. Contractor must provide OSHA 300A Summary log information including total recordable cases, total case rates, and lost workday incident rates for the past 2 calendar years. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.
- K. Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-governmental authorities having jurisdiction over safety-related matters involving the Project or the Work.
- L. Contractor's responsibility for safety under this Article 1.10 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for:
 - 1. Complying with all Legal Requirements, including those related to health and safety matters; and
 - 2. Taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.
- M. Contractor and Subcontractors must agree to provide Material Safety Data Sheets for all substances that are delivered to the City of Scottsdale, that come under the

Occupational Safety and Health Administration Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication (reference Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazardous Communication Standard).

All Contractors and all Subcontractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative before bringing them on the property.

Contractor and all Subcontractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation will be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart Z Toxic and Hazardous Substances – Hazard Communication Standard, 29 CFR 1910.1200 Hazard Communication, Contractor and Subcontractors are informed of the presence of (or possible presence of) chemicals in the area where the Work requested will be performed. It is the responsibility of Contractor or all selected Subcontractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate Material Safety Data Sheets.

Unless included in the Work, if Contractor encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, it will immediately stop Work and report the condition to the City.

If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, Contractor will not resume Work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue Work in non-affected areas onsite. An extension of the Contract Time may be granted as provided in Article 5.

1.11. WARRANTY

The provisions of M.A.G., Section 108.8 will apply with the following additional requirements:

Should Contractor fail to begin repairs or corrective work within 14 calendar days after receipt of written notice from the City, the City may perform the necessary work and Contractor agrees to reimburse the City for the actual cost.

The warranty period on any part of the Work repaired or replaced will be extended for a period of 1 year from the date of the repair or replacement.

This warranty will not apply to damage caused by normal wear and tear or by acts beyond Contractor's control.

- A. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Contractor or anyone for whose acts Contractor may be liable.
- B. Contractor's warranty obligation will be for 1 year.
- C. Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than those found in this Article 1.11 or the Contract Documents. Contractor will provide the City with all manufacturers' warranties upon Substantial Completion of each Job Order.

1.12. CORRECTION OF DEFECTIVE WORK

- A. Contractor agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Article 1.11 above, within a period of 1 year from the date of Substantial Completion of the Work or any portion of the Work, or within any longer period to the extent required by the Contract Documents. All removal/replacement work, as directed by the City to Contractor, in compliance with this Contract, MAG standards and City codes will have cost determinations by the City and be issued as a deduct or change order to the Project. A Progress Payment, or partial or entire use or occupancy of the Project by the City will not constitute acceptance of Work not in accordance with the Contract Documents.

During the Work, Contractor shall take meaningful steps to begin correction of any nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor fails to begin the necessary steps during the Work, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will commence correction of any nonconforming Work with its own forces.

Contractor shall take meaningful steps to begin correction of nonconforming Work subject to Article 1.11 above. These measures include but are not limited to timely correction of the Work. If Contractor fails to initiate necessary measures for this Work within 7 days of receipt of written notice from the City, the City, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that the City will begin correction of the nonconforming Work with its own forces.

- B. If the City does perform this corrective Work, Contractor will be responsible for all reasonable costs incurred by the City in performing the correction.
- C. Contractor shall immediately respond to any nonconforming Work that creates an emergency.
- D. The 1 year period referenced in Article 1.11 above applies only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding Contractor's other obligations under the Contract Documents.

1.13. SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- A. Contractor shall select major Subcontractors and major Suppliers, subject to first obtaining the City's approval. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors must not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of Contractor, but the City must approve in writing the selection of all Subcontractors. In any case, Contractor is solely responsible for the performance of the selected Subcontractors/Suppliers.
1. Contractor shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval or Contractor may use the City's plan as described in Article 1.13(B). This Subcontractor selection plan will identify those Subcontractor trades anticipated to be selected by qualifications only as provided in Article 1.13(B) and those Subcontractor trades anticipated to be selected by qualifications and competitive bid as provided in Article 1.13(C). This plan will also identify those Subcontractors that will not be selected through a formalized qualifications-based selection process. The Subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- B. **Selection by qualifications only** - The City may approve the selection of a Subcontractor(s) or Supplier(s) based only on their qualifications when Contractor can demonstrate it is in the best interest of the Project.
1. Contractor will apply the Subcontractor selection plan approved by the City in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation. The selection plan will be Contractor's own selection plan approved by the City or the City's selection plan as provided in this Article 1.13(B).
 2. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) under the approved qualifications only method.

City Selection Plan:

3. Contractor may elect to comply with the following City procedures in its selection of Subcontractor(s) or Suppliers(s) based on qualifications only:
 - a. The Request for Qualifications (RFQ) will contain the best description of the services or material desired; and
 - b. A statement that only unpriced statements of qualifications will be considered; and
 - c. State the requirements for the project, such as drawings and descriptive literature; and
 - d. State the criteria for evaluating the qualifications; and

- e. A closing date and time for receipt of a statement of qualifications and the location where the statements should be delivered or mailed; and
 - f. A statement that discussions may be held; and
 - g. A statement that only statements of qualifications determined to be acceptable will be considered for award.
4. The RFQ may be amended after the submission of the statements of qualifications. Any amendment will be distributed only to bidders who submitted statements of qualifications. Those bidders will be permitted to submit new unpriced statements of qualifications or to amend statements already submitted.
 5. Statements of Qualifications will not be opened publicly but will be opened in the presence of Contractor. The contents of unpriced statements of qualifications will not be disclosed to unauthorized persons.
 6. Statements of Qualifications will be evaluated solely in accordance with the criteria stated in the RFQ and will be determined to be either acceptable for further consideration or unacceptable. A determination that the statement is unacceptable shall be in writing, state the basis of the determination and be retained by Contractor. Contractor will notify the bidder of the determination and the bidder will not be given an opportunity to amend its statement of qualifications further.
 7. Contractor may conduct discussions with any bidder who submits an acceptable or potentially acceptable statement of qualifications. During discussions, Contractor will not disclose any information derived from any other bidder's statement of qualifications.
 8. Contractor will negotiate costs for services/supplies from the Subcontractor(s)/Supplier(s) selected under this method.
- C. **Selection by qualifications and competitive bid** – Contractor will apply the City's Subcontractor selection plan stated above or Contractor's selection plan, if previously approved by the City, in Contractor's evaluation of the qualifications of Subcontractor(s)/Supplier(s) and will provide the City with the selected process to prequalify prospective Subcontractors/Suppliers. Selection may not be based on price alone. All Work by major Subcontractors and major Suppliers will then be competitively bid to the prequalified Subcontractors unless a Subcontractor or Supplier was selected in accordance with Article 1.13(B) above. Contractor may elect to comply with the following procedures in step 2 of its competitive bid process.
1. Contractor will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade

or there are extenuating circumstances, Contractor may request approval by the City to submit less than 3 names. Without first giving written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2. If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
 3. Contractor will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers. Contractor will then review the price bids submitted by Subcontractors and Suppliers and make its selection based on the responsive and responsible bidder with the lowest price.
 4. If Contractor desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. Contractor's bid will be evaluated in accordance with the process identified in the Invitation for Bids. If events warrant and the City concurs that in order to insure compliance with the Project Schedule or cost, Contractor may self-perform Work without bidding or re-bidding the Work. (For horizontal construction, as defined in A.R.S. § 34-101(15), Contractor must self-perform not less than 45% of the Work as required by A.R.S. § 34-603(l) (3).)
- D. If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, Contractor will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected. Once the substitute Subcontractors and Suppliers are consented to by the City, Contractor's proposed price for the Work or portion of the Work will be correspondingly adjusted to reflect any higher or lower costs from any substitution. Under no circumstances will the City's objection or comment on any Subcontractor or Supplier relieve Contractor of its sole responsibility for control over the methods, means and processes by which the Work is accomplished. The City must approve in writing the selected Subcontractor Selection Plan before work commences on any Job Order.

ARTICLE 2 - CITY'S SERVICES AND RESPONSIBILITIES

2.1 INFORMATION AND SERVICES

- A. The City will furnish Contractor, at no cost to Contractor, the following information or services for this Project:
1. One copy of data pertinent to the Work. However, Contractor will be responsible for searching the records and requesting information required for the Project.
 2. All available data and information relative to policies, standards, criteria, studies, etc.

3. Project funding and budget allocations and any changes affecting the funding or budget allocations.
4. For purpose of determining the Job Order Price, any Plans and Specifications.
5. For purpose of Project Record Drawings, a CADD file of the Construction Documents in Microstation format compatible with City of Scottsdale CADD requirements.

2.2 CITY'S REPRESENTATIVE

- A. The City's Representative will be responsible for providing City-supplied information and approvals in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents.

2.3 DESIGN PROFESSIONAL SERVICES

- A. The City may contract separately with one or more Design Professionals to provide architectural or engineering design of the Project in accordance with the provisions of A.R.S. §34-603.
- B. The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work:
 1. The Design Professional may provide administration of the Work. The City and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional.
 2. The Design Professional may 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.
 3. Upon Contractor's submittals, the Design Professional may review and approve or take other appropriate action on submittals as Shop Drawings, Product Data and Samples in accordance with Article 1.6.
 4. All drawings produced for projects considered to be performed under Contractor are the property of the City and are owned in whole by the City for any and all future use and considerations.

2.4 CITY'S SEPARATE CONTRACTORS

The City is responsible for all Work performed on the Project or at the Site by separate contractors under the City's control. The City will contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with

Contractor in order to enable Contractor to timely complete the Work consistent with the Contract Documents. Contractor agrees to reasonably cooperate and coordinate its activities with those of the separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 FURNISHING OF SERVICES AND INFORMATION

- A. The City will be responsible for the payment or waiver of the following:
1. City review and permit(s) fees for building, encroachment, and demolition permits including City, State and County.
 2. City review fees for grading and drainage, water, sewer and landscaping.
 3. Utility design fees or permanent services fees are paid by the City, but all submittals are the responsibility of Contractor.
 4. Obtaining Nationwide 404 Permits.
 5. City Development Fees.
- B. Unless expressly stated to the contrary in the Contract Documents, the City will provide, at its own cost and expense, for Contractor's information the following:
1. To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 2. Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, necessary to permit the proper design and construction of the Project and enable Contractor to perform the Work;
 3. A legal description and Street or Physical address of the Site;
 4. To the extent available, as-built record or historical drawings of any existing structures at the Site;
 5. To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site; and
 6. To the extent available, Geotechnical studies describing subsurface conditions and other surveys describing other latent or concealed physical conditions at the Site.

The City will provide all City standards and guidelines, supplementary conditions and special provisions that will be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing and termite treatment requirements.

2.6 PROJECT MANAGEMENT SERVICES

- A. The City may contract separately with one or more Technical Consultants to provide project management assistance for the Project. The Technical Consultant's contract as well as contracts with other firms hired by the City will be furnished to Contractor. Contractor will not have any right, however, to limit or restrict any Contract Modifications that are mutually acceptable to the City and Technical Consultant.
- B. The Technical Consultant services will augment the City staffing resources to effectively manage the objectives of the City and this Project with the goal of managing the key Project communication, cost and time parameters.
- C. The Technical Consultant may provide preprogramming and design standards.
- D. The City may contract with the Technical Consultant to provide any or all of the services or functions of the City's project manager during the performance of the construction.

2.7 PERMIT REVIEW AND INSPECTIONS

For clarification, permitting activities are handled by the City of Scottsdale Developmental Services, Fire and Planning Departments. Obtaining any permits and submittals are the responsibility of the City.

2.8 UTILITY COMPANY COORDINATION

Contractor will be responsible for coordinating 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 Job Order will be paid by the City in accordance with Article 2.6.

ARTICLE 3 - CONTRACT TIME AND JOB ORDER TIME

3.1 CONTRACT TIME

- A. Contract Time for this Job Order Contract will commence on the Effective Date and will be for ___ year(s) with the option to extend for ___ additional years in ___ year increments.
 - 1. The option to extend may be exercised based on Contractor's successful performance and the needs of the City.
 - 2. A Contract Modification will be processed for each extension and will commence on or about the anniversary date of the Contract. Each extension must be authorized by the Contract Administrator and Purchasing Director.
- B. The Contract will remain in full force and effect during the performance of any Job Order.

3.2 JOB ORDER TIME

- A. Job Orders may be issued at any time during the term of this Contract.
- B. Each individual Job Order will include a Job Order Notice to Proceed date, Duration of the Work as determined in accordance with this Article 3.2 and a calculated Substantial Completion date.
- C. Contractor agrees that it will commence performance of the Work and achieve each individual Job Order Time.
- D. Each Job Order Time will be subject to adjustment in accordance with Article 5.

3.3 SUBSTANTIAL COMPLETION

- A. Substantial Completion of each Job Order is when all construction has been completed with the exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop Job Order Time.
- B. Before notifying the City in accordance to Article 3.3(C), Contractor will inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. Contractor will proceed promptly to complete and correct items on the list. Failure to include an item on the list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents.
- C. Contractor will notify the City when it believes a Job Order, or to the extent permitted in the Contract Documents, a portion of the Job Order, is substantially complete.
- D. Within 5 days of the City's receipt of Contractor's notice, the City and Contractor will jointly inspect the Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- E. If the Work is substantially complete, the City will prepare and issue a Certificate of Substantial Completion that will state:
 - 1. The date of Substantial Completion of the Work or portion of the Work;
 - 2. The remaining items of Work that have to be completed within 30 calendar days before Final Acceptance;
 - 3. Provisions (to the extent not already provided in the Contract Documents) establishing the City's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance.
- F. The City, at its option, may use a portion of the Work which has been determined to be substantially complete provided, however, that:
 - 1. Certificate of Substantial Completion has been issued for the portion of Work addressing the items in Article 3.3(E) (2);

- 2. Contractor and the City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and
- 3. The City and Contractor agree that the City’s use or occupancy will not interfere with Contractor’s completion of the remaining Work.

3.4 PUNCH LIST PREPARATION

A minimum of 7 days before Substantial Completion Contractor, in conjunction with the City, will prepare a comprehensive list of Punch List items, which the City may edit and supplement. Contractor will proceed promptly to complete and correct the Punch List items. Failure to include an item on the Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents will not commence until the date of Final Acceptance unless otherwise provided in the Contract Documents. Seven (7) days before the City issues its Final Acceptance Letter, Contractor will deliver to the City all Operation and Maintenance Manuals necessary for the City to assume responsibility for the operation and maintenance of that portion of the Work.

3.5 FINAL ACCEPTANCE

Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance the City and Contractor will jointly inspect to verify that the remaining items of Work have been completed as provided in Article 3.3(E). The City will issue a Final Acceptance Letter.

3.6 LIQUIDATED DAMAGES

- A. Contractor understands that if Substantial Completion is not attained within the Job Order Time of the Work as may be adjusted for each Job Order, the City will suffer damages, based on the anticipated loss caused by the breach and the difficulty in determining and accurately specifying the damages. Contractor agrees that if Substantial Completion is not attained within the Job Order Time as adjusted, Contractor will pay the City the amount prescribed in Article 3.6(B) below as liquidated damages for each Day that Substantial Completion extends beyond the date determined by the Job Order Time as adjusted.
- B. The following will be the liquidated damages for each Job Order unless a specific amount has been determined for each individual Job Order.

LIQUIDATED DAMAGES

Original Job Order Amount		Daily Charges
From more than	To and including	Calendar Day or Fixed Date
\$00	\$25,000	\$200
25,001	50,000	250
50,001	100,000	280
100,001	500,000	430
500,001	750,000	500
750,001	1,000,000	570

1,000,001	1,250,000	610
1,250,001	1,500,000	650

ARTICLE 4- CONTRACT PRICE AND JOB ORDER PRICE

4.1 CONTRACT PRICE

This Contract will have a maximum contract amount of \$600,00 for the initial two-year term and \$300,000 for any one-year renewal term. The Contractor agrees at its own cost and expense, to do all the Work as specified in the Contract Documents and any Work contingent to the Contract and necessary for the construction of the improvements. The Contractor will completely construct the Work and install the materials, free and clear of all claims, liens, and charges of any kind, in the manner and under the conditions specified within the time or times stated in each Job Order.

- A. In no event will any individual Job Order Price exceed \$_____. If the City opts to extend this Contract in accordance with Article 3.1(A), the Contract Modification may increase the maximum amount, if necessary, at that time.
- B. The Job Order Price is subject to adjustments made in accordance with Article 5.
- C. Unless otherwise provided in the Contract Documents, the Job Order Price is considered to include all sales, use, consumer and other taxes throughout the term of this Contract, whether or not yet effective or merely scheduled to go into effect.
- D. Contractor must secure and maintain, during the life of the Contract, State of Arizona and City of Scottsdale Transaction Privilege (sales) Tax Licenses.

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<https://azdor.gov/transaction-privilege-tax/tpt-license/applying-tpt-license>

To obtain a City of Scottsdale Transaction (Sales) Tax License Application, please go to the following website:

<https://www.scottsdaleaz.gov/taxes/resources>

Contractor must demonstrate compliance with the E-Verify Program as provided in Article 11.34 and as required by A.R.S. §41-1080 before issuance of any License by the City.

4.2 RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

- A. Contractor is responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not these taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. Contractor is advised to consider this as it prepares its bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/ deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference A.R.S. Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

For further questions regarding tax treatment, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax & Audit Section at 480-312-2768.

ARTICLE 5 - CHANGES TO THE CONTRACT PRICE AND TIME

5.1 DELAYS TO THE WORK

- A. Delays may be compensable, concurrent, excusable or non-excusable as defined in Article 12.
- B. If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Contract Times for performance may be reasonably extended by Job Order Adjustment.
- C. Contractor must request an increase in the Job Order Time by written notice including an estimate of the probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary.
- D. Written notice will be received within 5 days of the commencement of the cause of the delay.
 - 1. If written notice is received more than 5 days after commencement of the cause of the delay, the period of delay will be considered to commence 14 days before the giving of any notice.
- E. If adverse weather conditions are the basis for a request for additional Job Order Time, the requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
- F. Permitting Contractor to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights.

- G. In the event that Contractor sustains damages as a result of expenses incurred by a delay for which the City is responsible, Contractor and the City will negotiate to determine the amount of any damages. This provision is made in accordance with Arizona Revised Statutes Section 34-607 (E) and is effective only if the delay caused by the City is unreasonable under the circumstances and was not within the contemplation of the parties. This provision will not be construed to void any provision of this Contract pertaining to notice of delays, arbitration or other settlement provisions applicable to disputes, or provisions relating to liquidated damages.
- H. In addition to Contractor's right to a time extension for those events stated in this Article 5.1, Contractor may also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for those events stated in this Article that are beyond the control of both Contractor and the City, including the events of war, acts of terrorism, floods, labor disputes (but not including Contractor's own work force and those of its subcontractors), earthquakes, epidemics, excessive inclement weather conditions not reasonably anticipated.

5.2 DIFFERING SITE CONDITIONS

- 5.2.1. If Contractor encounters a Differing Site Condition(s), Contractor may be entitled to an adjustment in the Contract Price or Contract Time(s) to the extent Contractor's cost or time of performance are the direct result of a Differing Site Condition(s).
- 5.2.2. Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to the City of the condition, which notice will not be later than 7 days after the condition has been encountered. Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties. Contractor must give the City's Contract Administrator written notice of and an opportunity to observe, such condition before disturbing or altering the Differing Site conditions. The failure of Contractor to give written notice and make the Claim as required by this Article and Article 7.1.5 shall constitute a waiver by Contractor of any rights arising out of or relating to such Differing Site Conditions. (Final costs must be submitted within thirty (30) days after notice is received by the City, unless extended by written agreement of the parties.)
- 5.2.3. In order for the JOC to obtain any additional compensation or time extensions for Differing Site Conditions, the JOC must demonstrate that it encountered a material difference at the Site, as defined in Article 13, that required it to expend additional cost or time. The JOC will also establish that it actually and reasonably relied upon the representations found in the Contract Documents concerning the Site conditions.

5.3 APPLICATION FOR EXTENSION OF TIME

- 5.3.1 If performance by Contractor is delayed for a reason set forth in Article 5, Contractor may be allowed a reasonable extension of time in conformance with

this Article. Before Contractor's time extension request may be considered, Contractor shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the City identifying:

1. Liquidated damage assessment rate, as specified in the Contract;
2. Original Job Order Price;
3. The original Contract start date and completion date;
4. Any previous time extensions granted (number and duration); and
5. The extension of time requested.

5.3.2 In addition, the application for extension of time shall set forth in detail:

1. The nature of each alleged cause of delay in completing the Work;
2. The date upon which each such cause of delay began and ended and the number of dates attributable to each such cause;
3. A statement that Contractor waives all claims except for those delineated in the application, and the particulars of any claims which Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each claim item reserved; and
4. A statement indicating Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

5.4 **ERRORS, DISCREPANCIES AND OMISSIONS**. If Contractor observes errors, discrepancies or omissions in the Contract Documents, it will promptly notify the City and request clarification. Contractor will provide a copy of this notice to the City's Representative.

- B. If Contractor proceeds with the Work affected by the errors, discrepancies or omissions, without receiving any clarifications, it does so at its own risk. Adjustments involving these circumstances made by Contractor before clarification by the Design Professional will be at Contractor's risk.

5.5 CITY REQUESTED CHANGE IN WORK

- A. The City reserves the right to make, at any time during the progress of the Work, any alterations as may be found necessary or desirable.
- B. These alterations and changes will not invalidate this Contract nor release the surety and Contractor agrees to perform the Work as altered, the same as if it had been a part of the original Contract Documents. Contractor will notify the surety of

the changes and will assure that the alternations and changes are adequately covered by the surety bond.

- C. The City will request a proposal for a change in Work from Contractor, and an adjustment in the Contract Price or Contract Times will be made based on a mutual agreed upon cost and time.

5.6 LEGAL REQUIREMENTS

The Job Order Price or Job Order Times will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work.

5.7 JOB ORDER ADJUSTMENTS

- A. In accordance with Scottsdale Revised Code §2-200 and related Rules and Procedures, the City and Contractor will negotiate in good faith and as expeditiously as possible the appropriate Adjustments to the Contract. Upon reaching an agreement, the parties will prepare and execute an appropriate Adjustment reflecting the terms of their agreement. The change in Work may or may not include an Adjustment in the Job Order Price or Job Order Time.
- B. All changes in Work authorized by Job Order Adjustments will be performed under the conditions of the Contract Documents. The decision to make an Adjustment in the Contract rests solely with the City and any decision to make a Contract Adjustment must be promptly complied with by Contractor, subject to the provisions of Article 5.8.
- C. The execution of a Job Order Adjustment by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in work, this Contract as thus amended, the Contract Price, and the time for performance by Contractor. Contractor, by executing the Job Order Adjustment, waives and forever releases any claim against the City for any additional time or compensation for matters relating to, arising out of, or resulting from the work included within or affected by the executed Job Order Adjustment of which Contractor knew or should have known.

5.8 UNILATERAL DETERMINATION OF CHANGE ORDER VALUE

If no mutual agreement occurs between the City and Contractor, the change in Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions to the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs and components. The calculation of actual costs shall conform to the markup schedule in Article 5.12 below. Any such costs or savings shall be documented in the format and with such content and detail as the City requires. Contractor shall promptly submit such documentation and other backup as the City may require in evaluating the actual costs incurred.

5.9 ADDITIONAL CHANGE ORDER COST REQUIREMENTS

Contractor's or Subcontractor's submittals shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Job Order Adjustment. Indirect costs not specifically related to the Job Order Adjustment shall not be considered. Contractor's or Subcontractor's Direct Labor Costs shall be limited to the hourly rate of directly involved workmen, employer contributions toward Contractor standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave. Contractor's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in Contractor's material, direct labor, and equipment costs.

5.9.1 The allowance for overhead and profit shall be limited to the following schedule:

1. For Contractor, for any work performed by Contractor's own forces, fifteen (15%) percent of the Subtotal of Costs to Contractor.
2. For Contractor, for any work performed by its Subcontractor, six (6%) percent of the amount due to the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, fifteen (15%) of their materials and direct labor costs.
4. For each Subcontractor, for work performed by its Sub-Subcontractor(s), six (6%) percent of the amount due to the Sub-subcontractor.

5.10 LIMITATION OF COMPENSABLE ITEMS

5.10.1 For Job Order Adjustment, the total cost or credit to the City shall be based on the following schedule:

1. Contractor's Materials Costs.
2. Contractor's Direct Labor Costs.
3. Contractor's Equipment Costs (includes owned/rented equipment).
4. Applicable Subcontractor Costs.
5. Subtotal of Costs to Contractor.
6. Contractor's Overhead and Profit.
7. Total Cost or Credit to the City.

5.11 FIELD ORDERS

- A. The City has authority to initiate Field Orders that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Field Orders will be made by written order

and will be binding on the City and Contractor. Contractor will carry out any written orders promptly.

- B. Field Orders will not involve an Adjustment in the Job Order Price or Job Order Times unless or until it becomes a Contract Adjustment.
- C. Contractor may make minor changes in the Work, provided, however that Contractor will promptly inform the City, in writing, of any changes and record the changes, if appropriate, on the Project Record Documents maintained by Contractor.

5.12 JOB ORDER PRICE ADJUSTMENTS

- A. The increase or decrease in Job Order Price resulting from a change in the Work will be determined by one or more of the following methods:
 - 1. Unit prices stated in the Contract or as subsequently agreed to between the parties;
 - 2. A mutually agreed upon accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by the City; and
 - 3. Costs, fees and any other markups.
- B. If an increase or decrease cannot be agreed to as stated in Article 5.8(A) (1) through Article 5.8(A) (3) the cost of the change of the Work will be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be stated in the Contract. Contractor will maintain a documented, itemized accounting evidencing the expenses and savings associated with these changes.
- C. If unit prices are stated in the Contract Documents or are later agreed to by the parties, but application of the unit prices will cause substantial inequity to the City or Contractor because of differences in the character or quantity of the unit items as originally contemplated, the unit prices will be equitably adjusted.
- D. If the City and Contractor disagree upon whether Contractor is entitled to be paid for any services required by the City, the amount to be paid, other disagreements over the Scope of Work, proposed changes to the Work, the time required to complete the Work, the City and Contractor will resolve the disagreements in accordance with Article 7.
 - 1. As part of the negotiation process, Contractor will furnish the City with a good faith estimate of the costs to perform the disputed services, or the additional time required in accordance with the City's interpretations.
 - 2. If the parties are unable to agree and the City expects Contractor to perform the services in accordance with the City's interpretations, Contractor will proceed to perform the disputed services, conditioned upon the City issuing a written order to Contractor:

- (a) directing Contractor to proceed; and
 - (b) specifying the City's interpretation of the services that are to be performed.
- E. Emergencies. In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Job Order Price or Job Order Time(s) resulting from emergency work under this Article 5.8(F) will be determined as provided in this Article 5.

ARTICLE 6- PROCEDURE FOR PAYMENT

6.1 JOB ORDER PAYMENT REQUEST

- A. At the pre-construction conference prescribed in Article 1.3, Contractor will submit for the City's review and approval a Schedule of Values. The Schedule of Values will include values for all items comprising the Job Order Price and will serve as the basis for monthly progress payments made to Contractor throughout the Work.
- B. At least 5 working days before the date established for a progress payment, Contractor will meet with the City's Representative to review the progress of the Work, as it will be reflected on the Job Order Payment Request.
- C. The Job Order Payment Request will constitute Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Job Order Payment Request, and that title to all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project.

6.2 PARTIAL PAYMENTS

- A. Partial payment will be made for Job Orders with Job Order Time greater than 30 Days and may be made if the Job Order Time is less than 30 Days.
- B. The Job Order Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.
- C. For equipment and materials suitably stored at the Site, the equipment and materials will be protected by suitable insurance and the City will receive the equipment and materials free and clear of all liens and encumbrances.
 - 1. For materials and equipment stored off the Site, the City must approve the storage. The material and equipment must be stored within Maricopa County and be accessible for the City's inspection. Title to the materials and equipment will include applicable insurance, bonding, storage and transportation to the Site.
 - 2. All bonds and insurance required for stored materials will be in the City's name.

6.3 PAYMENT OF JOB ORDER PRICE

- A. Payments should be provided on the City format for a Pay Application which is based on the agreed upon "Schedule of Values." The City will make payment in accordance with A.R.S. §34-607. Payment will be made no later than 14 days after the Job Order Payment Request is certified and approved, but in each case less the total of payments previously made.
- B. The City will pay Contractor all amounts properly due. If the City determines that Contractor is not entitled to all or part of a Contractor Payment Request, it will notify Contractor in writing within 7 days after the date Contractor Payment Request is received by the City. The notice will indicate the specific amounts the City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Contractor must take to rectify the City's concerns. Contractor and the City will attempt to resolve the City's concerns. If the parties cannot resolve the concerns, Contractor may pursue its rights under the Contract Documents, including those under Article 7.

6.4 RETENTION ON JOB ORDER PAYMENTS

In compliance with Arizona Revised Statutes §34-607, there is no retention for Job Order Contracting construction services.

6.5 FINAL PAYMENT

- A. After receipt of a final Contractor Payment Request, the City will make final payment as required by this Article, provided that Contractor has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- B. At the time of submission of its final Contractor Payment Request, Contractor will provide the following information:
 - 1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect the City's interests; and
 - 2. A general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to the City and remaining unsettled at the time of final payment.

6.6 PAYMENTS TO SUBCONTRACTORS OR SUPPLIERS

- A. Contractor will pay its Subcontractors or suppliers within 7 calendar days of receipt of each progress payment from the City. Contractor will pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. No Contract between Contractor and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment as provided in

this Contract.

- B. If Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may take these actions:
 - 1. To hold Contractor in default under this Contract;
 - 2. Withhold future payments until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 3. Reject all future offers to perform work for the City from Contractor for a period not to exceed 1-year from the Substantial Completion date of this Project; or
 - 4. Terminate this Contract.
- C. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, the failure or delay will not be considered a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions of this Contract.
- D. Contractor will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

6.7 RECORD KEEPING AND FINANCE CONTROLS

- A. Records of Contractor's direct personnel payroll, reimbursable expenses related to each Job Order and records of accounts between the City and Contractor will be kept on a generally recognized accounting basis and will be available for 3 years after completion of the Project.

From the effective date of this Contract and until 3 years after the date of final payment by the City of Scottsdale to Contractor, the City, its authorized representative, or the appropriate federal or state agencies, reserve the right to audit Contractor's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders. The City of Scottsdale or its authorized representative will have access, during normal working hours, to all necessary Contractor and Subcontractor facilities, and will be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale will give Contractor or Subcontractor reasonable advance notice of intended audits.

- B. The City reserves the right to decrease Job Order Price or payments made on this Contract if, upon audit of Contractor's records, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data.
- C. Contractor will include a similar provision in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, or the appropriate federal or state agency,

has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

- D. The City reserves the right to decrease Job Order Price or payments made on this Contract if the above provision is not included in Subconsultants' and Subcontractors' contracts, and one or more Subconsultants or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.
- E. If an audit in accordance with this Article, discloses overcharges of any nature by Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by Contractor. Any adjustments or payments which must be made as a result of any audit or inspection of Contractor's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings.
- F. This audit provision includes the right to inspect personnel records as required by Section 11.34.

ARTICLE 7- CLAIMS AND DISPUTES

7.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF

- 7.1.1** If either Contractor or the City believes that it is entitled to relief against the other Contractor for any event arising out of or related to Contract Services, that party will provide written notice to the other party of the basis for its claim for relief. The claims shall set forth in detail all known facts and circumstances supporting the claim; final costs associated with any claim upon which notice has been given must be submitted in writing to the City within thirty (30) days after notice has been received.
- 7.1.2** This notice will, if possible, be made before incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Contract.
- 7.1.3** In the absence of any specific notice requirement, written notice will be given within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 7.1.4** This notice will include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of the request. ANY NOTICE OF CLAIM NOT FILED WITH THE CITY WITHIN SUCH TIME AND IN COMPLIANCE WITH THE PRECEEDING PROVISIONS SHALL BE CONSIDERED TO HAVE BEEN WAIVED AND SHALL BE DISMISSED.
- 7.1.5** In the event Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, unless emergency conditions exist, Contractor shall strictly comply with the requirements of this section and such claim shall be made by Contractor before proceeding to execute

any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by Contractor of any claims for compensation.

- 7.1.6 Contractor must continue its performance under this contract regardless of the existence of any claims by Contractor.
- 7.1.7 In a claim by Contractor against the City for compensation in excess of the Contract sum, any liability of the City to Contractor shall be strictly limited and computed in accordance with the Contract documents and shall in no event include indirect costs (such as home office overheads or consequential damages of Contractor or any estimated costs or damages).

7.2 DISPUTE AVOIDANCE AND RESOLUTION

- 7.2.1 The parties are fully committed to working with each other throughout the Project 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, the Contractor and the City each commit to resolving the disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 7.2.2 The Contractor and the City will first attempt to resolve disputes or disagreements at the field level through discussions between the Contractor's Representative and the City's Representative.
- 7.2.3 If a dispute or disagreement cannot be resolved through the Contractor's Representative and the City's Representative, the Contractor's Senior Representative and the City's Senior Representative, upon the request of either party, will meet as soon as conveniently possible, but in no case later than 30 days after the request is made, to attempt to resolve the dispute or disagreement. Before any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 7.2.4 The City and the Contractor agree to negotiate in good faith in accordance with this Contract's procedure for the recovery of damages related to expenses incurred by the Contractor for a delay for which the City is responsible, that is unreasonable under the circumstances, and that was not within the contemplation of the parties to the Contract.

7.3 DUTY TO CONTINUE PERFORMANCE

Unless provided to the contrary in the Contract Documents, Contractor will continue to perform the Work and the City will continue to satisfy its payment obligations to Contractor, until final resolution of any dispute or disagreement between Contractor and the City.

7.4 REPRESENTATIVES OF THE PARTIES

- A. City's Representatives

1. The City designates the individual listed below as the City's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

NAME PRINTED
City Engineer
One Civic Center – 2nd Floor
7447 East Indian School Road
Scottsdale, AZ 85251
(480) 312-2641

2. The City will designate an individual for each Job Order as the City's Representative. This person will manage the Job Order.

B. Contractor's Representatives

1. Contractor designates the individual listed below as Contractor's Senior Representative. This individual has the authority and responsibility for avoiding and resolving disputes under Article 7.2(C):

Name:

Address:

Telephone No:

2. Contractor will designate an individual for each Job Order as Contractor's Representative.

ARTICLE 8 – SUSPENSION, TERMINATION AND CANCELLATION

8.1 CITY'S RIGHT TO STOP JOB ORDER SERVICES

- A. The City may, at its discretion and without cause, order Contractor in writing to stop and suspend any Job Order. Immediately after receiving this notice, Contractor will discontinue advancing the Job Order. The suspension will not exceed 180 consecutive days. If the City suspends the Job Order for 181 consecutive Days or more, the suspension will be considered a termination for convenience.
- B. Contractor may seek an adjustment of the Job Order Price or Job Order Time if its cost or time to perform the Contract Services has been adversely impacted by any suspension or stoppage of Work by the City.

8.2 TERMINATION FOR CONVENIENCE

- A. Upon receipt of written notice to Contractor, the City has the right to terminate this Contract or abandon any portion of any Job Order for which services have not been performed by Contractor.
 1. Contractor will estimate the value of the Work it has completed and submit

its appraisal to the City for evaluation. The City will have the right to inspect the Work to appraise the Work completed.

Contractor will receive compensation for services performed to the date of the termination . The fee will be an amount mutually agreed upon by Contractor and the City. If there is no mutual agreement, the final determination will be made in accordance with this Article.

2. The City will make the final payment within 60 days after Contractor has delivered the last of the partially completed items and the final fee has been agreed upon.

If the City terminates this Contract in compliance with this Article and proceeds to construct the Job Order through its employees, agents or third parties, the City's rights to use the Work product will be as stated in Article 8.3.

- B. Upon termination of construction services during any Job Order, Contractor will proceed with the following obligations:
 1. Stop Work as stated in the notice;
 2. Place no further subcontracts or orders;
 3. Terminate all subcontracts to the extent they relate to the Work terminated;
 4. Assign to the City all right, title and interest of Contractor under the subcontracts terminated, in which case the City will have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 5. Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of Contractor and which the City has or may acquire an interest.
 6. Comply with the requirements of Article 6.5(B)(1) and (2).
- C. Contractor will submit complete termination inventory schedules no later than 60 days from the date of the notice of termination.
- D. The City will pay Contractor the following:
 1. The direct value of its completed Work and materials supplied as of the date of termination;
 2. The reasonable costs and expenses attributable to the termination;
 3. Contractor will be entitled to profit and overhead on completed Work but will not be entitled to anticipated profit or anticipated overhead. If it appears Contractor would have sustained a loss on the entire Work had the Job

Order been completed, Contractor will not be allowed profit and the City will reduce the settlement to reflect the indicated rate of loss;

4. Contractor will maintain all records and documents for 3 years after final settlement. These records will be maintained and subject to auditing as required in Article 6.7; and
5. Take any action that may be necessary for the protection and preservation of the property related to the Job Order or Orders that is in the possession of Contractor and in which the City has or may acquire an interest.

8.3 CANCELLATION FOR CAUSE

- A. The City may also cancel this Contract or any part of it with 7 days notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance, despite a reasonable opportunity to cure as judged by the City's Representative and failure to provide the City, upon request, with adequate assurances of future performance will all be causes allowing the City to cancel this Contract for cause. In the event of cancellation for cause, the City will not be liable to Contractor for any amount, and Contractor will be liable to the City for any and all damages sustained as a result of the default that caused the cancellation.

8.4 CITY'S RIGHT TO PERFORM AND CANCEL FOR CAUSE

- A. If Contractor persistently fails to:
 1. Provide a sufficient number of skilled workers;
 2. Supply the materials required by the Contract or Job Order Documents;
 3. Comply with applicable Legal Requirements;
 4. Timely pay, without cause, Subconsultants or Subcontractors;
 5. Prosecute the Contract Services with promptness and diligence to ensure that a Job Order is completed by the Job Order Time, as the times may be adjusted; or
 6. Perform material obligations under the Contract Documents;

Then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, will have the rights stated in Articles 8.2 and 8.3.

In the event the City cancels this Contract or any part of the services under any Job Order, the City will notify Contractor in writing, and immediately upon receiving this notice, Contractor will discontinue advancing the Work under this Contract or the Job Order and proceed to close all operations of any affected Job Order or this Contract.

- B. If the City provides Contractor with a written order to provide adequate

maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in a time frame specified, the City may have the Work accomplished by other sources at Contractor's expense.

- C. Upon the occurrence of an event stated in Article 8.3(B), the City may provide written notice to Contractor that it intends to cancel the Contract unless the problem cited is cured, or commenced to be cured, within 7 days of Contractor's receipt of notice.
 - 1. If Contractor fails to cure, or reasonably commence to cure, the problem, then the City may give a second written notice to Contractor of its intent to cancel within an additional 7 day period.
 - 2. If Contractor, within this second 7 day period, fails to cure, or reasonably commence to cure the problem, then the City may declare the Contract cancelled for default by providing written notice to Contractor of this declaration.
- D. Upon declaring the Contract cancelled in accordance with Article 8.3(B), and for the purpose of completing the Work, the City may for all Job Orders enter upon the premises and take possession of all materials, equipment, scaffolds, tools, appliances and other items, which have been purchased or provided for the performance of the Work, all of which Contractor now transfers, assigns and sets over to the City for this purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- E. If through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, Contracts, or stipulations of this Contract, the City may withhold any payments to Contractor for the purpose of setoff until the exact amount of damages due the City from Contractor is determined by a court of competent jurisdiction.
- F. In the event of a cancellation, Contractor will not be entitled to receive any further payments under the Contract Documents until the Work on all Job Orders is finally completed in accordance with the Contract Documents. At that time, Contractor will only be entitled to be paid for Work performed and accepted by the City before its default.
- G. If the City's cost and expense of completing the Work exceeds the unpaid balance of a Job Order Price, then Contractor will be obligated to pay the difference to the City. These costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the procurement and defense of claims arising from Contractor's default.
- H. If the City cancels this Contract for cause and the cancellation is determined to have been without legal right, the cancellation for cause will be considered to have been a termination for convenience in accordance with the provisions of Article 8.2.

ARTICLE 9 - INSURANCE AND BONDS

9.1 INSURANCE REQUIREMENTS

- A. At the same time as execution of this Contract, Contractor will furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD form. The ACORD form will be issued by an insurance company authorized to transact business in the State of Arizona.
- B. Contractor, Subcontractors and Subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees, or Subcontractors.
- C. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- D. The City in no way warrants that the minimum limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract Services under this Contract by Contractor, its agents, representatives, employees, Subcontractors or Subconsultants and Contractor is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if Contractor pays for insurance with higher limits, Contractor will name the City as an additional insured on any additional insurance.
- E. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- F. Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

9.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor must provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expenses (Any one person)	OPTIONAL

B. Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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C. Workers Compensation and Employers Liability

Workers Compensation	<i>Statutory</i>
Employers Liability:	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$1,000,000

D. Coverage Terms and Required Endorsements

1. The City of Scottsdale, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Contractor including the City's general supervision of Contractor; products and completed operations of Contractor; and automobiles owned, leased, hired, or borrowed by Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.
3. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees will be in excess of the coverage provided by Contractor and must not contribute to it.
4. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage provided by Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.
6. All policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by Contractor for the City.

7. **Workers' Compensation and Employers Liability Coverage:** The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by Contractor for the City.
8. If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies.

9.3 OTHER INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. **Contractors Professional Liability:** Contractor must carry Contractors Professional Liability insurance to cover the residual, contingent, and passive design exposures of Contractor.
 1. The City of Scottsdale, its officers, officials, agents, and employees, are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of Contractor, including the City's general supervision of Contractor; products and completed operations of Contractor.
 2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability policy will be at least as broad as the Insurance Service Office, Inc.'s CG 0 0 01 07 98.
- B. **Contractors Professional Limits of Liability:** Contractor must carry limits of \$1,000,000 each Project and \$2,000,000 in the Aggregate under a stand-alone policy or included by endorsement under the Commercial General Liability policy. Contractor, its successors and or assigns, is required to maintain this Professional Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Certificates of Insurance citing that applicable coverage is in force and contains the provisions required by this Contract must be submitted for the 3-year period.
 1. Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of Contractor's insurance and will not contribute to it.
 2. Contractor's insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage provided by Contractor and its Subcontractors must not be limited to the liability assumed under the indemnification provisions of this Contract.

3. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed for the City.
- C. Contractor, its successors and assigns, is required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. Contractor must submit a Certificate of Insurance evidencing the Commercial General Liability insurance during this 3 year period containing all the insurance requirements including naming the City of Scottsdale, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9.4 SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE

Unless Contractor's Subconsultants and Subcontractors can provide the same level of coverage as detailed in Article 9.2 and name the City and Contractor as Additional Insureds, Contractor's certificates must include all Subcontractors and Subconsultants as insureds under its policies or Contractor must maintain separate certificates and endorsements for each Subcontractor and Subconsultant. All coverages for Subcontractors and Subconsultants must be in the amounts shown in Article 9.2. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders Risk-Installation coverage.

9.5 NOTICE OF CANCELLATION

If Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice to the contract administrator of same to the City, unless such coverage is immediately replaced with similar policies. Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits until 30 days written notice has first been given, by certified mail, return receipt requested to:

[Name of Contract Admin]
Capital Project Management
7447 E. Indian School Road, Suite 205
Scottsdale, Arizona 85251

(Insert Contractor's rep)

9.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved to conduct business in the State of Arizona and with an A. M. Best rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. Failure to maintain insurance as required may result in termination of this Contract at the City's option.

9.7 VERIFICATION OF COVERAGE

- A. Contractor must furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- B. All certificates and endorsements are to be received and approved by the City before Contract Services commence except for Builders Risk Insurance, which will be received and approved as provided in Article 9.2(E). Each insurance policy required by this Contract must be in effect at or before the earlier of commencement of Contract Services under the Contract Documents or the signing of this Contract except for Builders Risk Insurance which must be in effect before commencement of the Work and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- C. All Certificates of Insurance required by this Contract must be sent directly to the City of Scottsdale, Capital Project Management Office. **The project number and project description must be included on the Certificates of Insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of Contractor's Certificate and delay in contract execution.

Additional Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

9.8 APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the Risk Management Division, whose decision is final. This action does may be made by administrative action.

9.9 BONDS AND OTHER PERFORMANCE SECURITY

- A. Before execution of each individual Job Order, Contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for that Job Order. Contractor may, at its own option, provide Payment and Performance Bonds for the entire Job Order Contract amount, but there shall be no obligation for the City to reimburse Contractor for bond costs incurred, except on an actual cost basis as each individual Job Order is issued. Bonds must be submitted in accordance with Title 34, Chapter 6 of the Arizona Revised Statutes and must be in substantially the same form as Exhibits A and B, attached to this Contract.
- B. Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of this Contract.

- C. The bonds must be made payable and acceptable to the City of Scottsdale.
- D. The bonds must be written or countersigned by an authorized representative of the surety and the bonds must have attached a certified copy of the Power of Attorney of the signing official.
 - 1. If one Power of Attorney is submitted, it must be for twice the total Job Order Price.
 - 2. If two Powers of Attorney are submitted, each must be for the total Job Order Price. Personal or individual bonds are not acceptable.
 - 3. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.
- E. All bonds submitted for this Project must be provided by a company which has been rated "A or better" by the A.M. Best Company.

ARTICLE 10 - INDEMNIFICATION

10.1 CONTRACTOR'S GENERAL INDEMNIFICATION

Contractor's General Indemnification. To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, investigation and litigation, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, related to, arising from or out of, or resulting from any acts, omissions, negligence, recklessness, or intentional wrongful conduct to the extent caused by Contractor or any of its owners, officers, directors, agents or employees performing Work or Services under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages by any of Contractor employees. This indemnity includes any claim or amount arising out of, or recovered under, the Worker's Compensation Law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the City shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, agents, representatives, directors, officials, and employees for losses arising from the work performed by Contractor for the City.

Insurance provisions in this Contract are separate and independent from the indemnity

provisions of this Article and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.2 INTELLECTUAL PROPERTY

- A. Contractor must pay all royalties and license fees associated with its performance of services.
- B. Contractor must defend any action or proceeding brought against the City based on any claim that the Work, or any part of the Work, or the operation or use of the Work or any part of it, constitutes infringement of any United States patent or copyright, now or subsequently issued. The City will give prompt written notice to Contractor of any action or proceeding and will reasonably provide authority, information and assistance in the defense of the action. Contractor shall indemnify and hold harmless the City from and against all damages, expenses, losses, royalties, profits and costs, including but not limited to attorneys' fees and expenses awarded against the City or Contractor in any action or proceeding. Contractor agrees to keep the City informed of all developments in the defense of these actions. The City may be represented by; and actively participate through its own counsel in any suit or proceedings if it so desires.
- C. If the City is enjoined from the operation or use of the Work, or any part of the Work, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot procure this right within a reasonable time, Contractor will promptly, at Contractor's option and at Contractor's expense, (i) modify the Work so as to avoid infringement of any patent or copyright or (ii) replace the Work with Work that does not infringe or violate any patent or copyright.
- D. Articles 10.2(B) and 10.2(C) will not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright:
 - 1. Relating solely to a particular process or product of a particular manufacturer specified by the City and not offered or recommended by Contractor to the City; or
 - 2. Arising from modifications to the Work by the City or its agents after acceptance of the Work.
- E. The obligations stated in this Article 10.3 will constitute the sole Contract between the parties relating to liability for infringement or violation of any patent or copyright.

ARTICLE 11 – GENERAL PROVISIONS

11.1 MARSHALING AREA

Contractor is advised to contact the City of Scottsdale Development Services to determine the requirements for obtaining a permit for marshaling areas it proposes to use. Marshaling areas must be fenced. Contractor will obtain written approval from the

property owner for marshaling area use. This approval must contain any requirements, which are a condition of this approval. Marshaling yard requirements according to M.A.G. Subsection 107.6.1 and the City of Scottsdale Supplemental Specifications will apply.

11.2 CONTRACT DOCUMENTS

- A. Contract Documents are as defined in Article 12.
- B. The Contract Documents form the entire Contract between the City and Contractor. No oral representations or other Contracts have been made by the parties except as specifically stated in the Contract Documents.
- C. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence in the order in which they are listed in the definition of Contract Documents in Article 12. As to drawings and plans, given dimensions will take precedence over scaled measurements, and large-scale plans over small-scale plans. Contract specifications will take precedence over contract plans.
- D. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the times and prices agreed upon for each Job Order. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- E. This Contract, the Plans, Standard Specifications and Details, Special Provisions, Performance Bond, Payment Bond, Certificates of Insurance, and Job Order Adjustments (if any) are by reference made a part of this Contract to the same extent as if set forth in full.
- F. Work Product
 - 1. All Work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared or procured in the performance of this Contract (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to Contractor. In the event these documents are altered, modified or adapted without the written consent of Contractor or the Subconsultants, which consent Contractor or the Subconsultants will not unreasonably withhold, the City agrees to hold Contractor and the Subconsultants harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adoption of the documents.
 - 2. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed, created by Contractor, its Subconsultants

or personnel, during the course of performing this Contract or arising out of the Project will belong to Contractor.

11.3 MODIFICATIONS

The Contract Documents may not be changed, altered, or amended in any way except in writing, signed by a duly authorized representative of each party.

11.4 TIME IS OF THE ESSENCE

Time is of the essence with respect to the dates and times stated in the Contract Documents.

11.5 COOPERATION AND FURTHER DOCUMENTATION

Contractor agrees to provide the City any other duly executed documents as will be reasonably requested by the City to implement the intent of the Contract Documents.

11.6 ASSIGNMENT

Neither Contractor nor the City will, without the written consent of the other, assign, transfer or sublet any portion of this Contract or part of the Work or the obligations required by the Contract Documents.

11.7 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, acts of terrorism, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

11.8 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to Contractor at least 30 days before the end of its current fiscal period and will pay Contractor for all approved charges incurred through the end of the period.

11.9 CONSTRUCTION METHODS

If the City provides Contractor with a written order to provide adequate maintenance of traffic, clean-up, dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and Contractor fails to comply in the time frame specified, the City may have Work accomplished by other sources at Contractor's expense.

11.10 UTILITY RELOCATIONS FOR CONSTRUCTION METHODS

If any utility is relocated or rebuilt to accommodate Contractor's construction methods and available equipment, the expense will be borne by Contractor and will be replaced to the original location before completion of the Job Order at the request of the City's

Project Coordinator at Contractor's sole expense.

11.11 DAMAGED UTILITIES DURING CONSTRUCTION

Any utilities damaged during construction shall be replaced at Contractor's expense as per the requirements of the M.A.G. Standard Specifications.

11.12 SUCCESSORSHIP

Contractor and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

11.13 CONFLICT IN LANGUAGE

All services performed will conform to all applicable City of Scottsdale codes, ordinances and requirements as outlined in the Contract Documents. If there is a conflict in interpretation between provisions in this Contract and those in exhibits, the provisions in this Contract will prevail.

11.14 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and Contractor, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and Contractor and not for the benefit of any other party.

11.15 GOVERNING LAW

The Contract and all Contract Documents will be considered to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy with respect to this Contract shall be brought in the Superior Court of Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of that Court.

11.16 SEVERABILITY

If any provision of the Contract Documents or the application to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application of the Contract will not be affected and will be enforceable to the fullest extent permitted by law. In accordance with the provisions of ARS § 41-194.01, should the Attorney General give notice to the City that any provisions of the Contract violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Contract and the City and Contractor shall, within 10 days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s).

11.17 LEGAL REQUIREMENTS

Contractor shall perform all Contract Services in accordance with all Legal Requirements and will provide all notices applicable to the Contract Services as required by the Legal Requirements.

11.18 INDEPENDENT CONTRACTOR

Contractor is and will be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct Contractor as to the details of accomplishing the Work or to exercise a measure of control over the Work means that Contractor will follow the wishes of the City as to the results of the Work only. These results will comply with all applicable laws and ordinances.

11.19 CITY'S RIGHT OF CANCELLATION

This Contract is subject to cancellation by the City of Scottsdale in accordance with the provisions of Section 38-511, Arizona Revised Statutes.

11.20 SURVIVAL

All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Contract.

11.21 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Scottsdale has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Scottsdale will have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of any commission, percentage, brokerage, or contingent fee.

11.22 NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of its provisions will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents or any part of the Contract Documents, or the right of either party to enforce each and every provision.

11.23 HEADINGS

The headings used in this Contract, or any other Contract Documents, are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

11.24 NOTICE

Whenever the Contract Documents require that notice be provided to the other party, notice will be considered to have been validly given (i) if delivered in person to the

individual intended to receive the notice, (ii) 3 days after the date of the postmark of deposit by first class United States mail, registered or certified mail, postage prepaid to the address indicated below. Notice by electronic mail or facsimile will not be considered notice.

To City:	NAME PRINTED City Engineer 7447 E. Indian School Road, Suite 205 Scottsdale, Arizona 85251
To JOC Contractor:	

11.25 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Federal government’s Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight. The JOC 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, sexual orientation, gender identity, 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 JOC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The JOC will, in all solicitations or advertisements for employees placed by or on behalf of the JOC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.25.1 No Preferential Treatment or Discrimination: In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

11.26 ADDITIONAL CITY RIGHTS REGARDING SECURITY INQUIRIES

In addition to the foregoing, the City reserves the right to: (1) have an employee/prospective employee of Contractor be required to provide fingerprints and execute any other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not that information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees or prospective employees; and, (4) object, at any time and for any reason, to an

employee of Contractor performing Work (including supervision and oversight) under this Contract.

- A. Provisions Applicable to all Contractor Contracts and Subcontracts. Contractor will include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.
- B. Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Contract, as stated above, are material to the City's entry into this Contract and any breach by Contractor may, at the City's sole option and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Contract. Termination will subject Contractor to liability for its breach of contract.

11.27 HAZARDOUS MATERIALS

- A. Hazardous Materials. Upon discovery of hazardous materials Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions.
- B. Unless included in the Work, if Contractor encounters onsite, or as material to be incorporated in the Work, any material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, it will immediately stop work and report the condition to the City.
- C. If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, Contractor will not resume work in the affected area until the material has been abated or rendered harmless. Contractor and the City may agree, in writing, to continue work in non-affected areas onsite.
- D. An extension of Contract Time may be granted in accordance with Article 5.
- E. Contractor will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- F. Despite the provisions of this Article 11.27, the City is not responsible for Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable. Contractor will indemnify, defend and hold harmless the City and the City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Contractor, Subcontractors or anyone for whose acts they may be liable.

11.28 TRAFFIC CONTROL

- A. Complete street closures will not be permitted unless specified in the Special Provisions or approved by the City. The timing and sequence of street closures will be approved by the Traffic Engineering Director (or designee) at least 14 days before the closure. This approval is necessary to provide coordination with other

roadway projects and special events.

- B. Adequate barricades and lighted warning signs must be installed and maintained by Contractor throughout the duration of any Project. All traffic control must be in accordance with the current version of the City of Scottsdale Supplement to MAG Uniform Standard Specifications Section 401 or as required by the approved barricade plan unless otherwise specified in the Special Provisions.
- C. Contractor will submit a construction schedule and a barricade plan to the City Traffic Engineering Director (or designee) for approval or modification at least 72 hours before construction is initiated, and must wait to commence construction until the plan is signed as accepted by the City Traffic Engineering Director (or designee).

11.29 MATERIAL SOURCE

No material source has been designated by the City for use under this Contract. MAG Specification, Section 106 will apply as will ADOT Standard Specifications 1982, Section 106.1, 106.2, 106.7 & 106.8, which outline controls and Section 1001-1, -2, & -4 concerning approval of Contractor-Furnished Source and supplemental Contracts in regards to environmental analysis and the liability for materials testing costs.

Contractor and Subcontractor furnished material sources situated in the 100-year flood plain of any stream or watercourse will not be allowed if located within 1.0 mile upstream and 2.0 miles downstream of any highway structure or surfaced roadway crossing.

A Contractor and Subcontractor-furnished source will be defined as a material source, which is neither an A.D.O.T. furnished source nor a commercial source, as defined in this Contract.

A commercial source will be defined as a material source in which the owner or producer has been for at least 1-year regularly engaged during regular business hours on a regular basis in the processing and selling of sand, rock, ready mixed Portland cement concrete, asphaltic concrete and other similar products normally produced and sold to all parties. The company must have an Arizona retail sales tax license.

The location of any new material source or existing non-commercial material source proposed for use under this Contract must be reviewed by the appropriate agency having flood plain management jurisdiction over the area of proposed source location. Contractor and Subcontractor will obtain a letter from the agency addressed to the Contract Administrator certifying that the proposed source location conforms to the required conditions and the applicable Standard Specifications. Contractor will familiarize himself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

11.30 FAMILIARIZATION WITH APPLICABLE LAWS

Contractor will familiarize itself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of

the Work.

11.31 NATIVE PLANTS

Contractor will take whatever steps, procedures or means necessary to remove, move, displace and save all native plants within the contract work area in accordance with the City of Scottsdale's Ordinance No. 1438, Native Plants, and all applicable state and county statutes, ordinances, codes and other policy requirements and recognized methods, procedures, techniques and equipment for protection, salvage, and handling of all plants to be moved from the construction area. This is not a pay item unless specified upon the Schedule of Bid Items.

11.32 ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions will not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration..

11.33 HOURS OF WORK

- A. All building construction and associated work will be restricted to the applicable summer or winter hours. Construction activity will include any work requiring the use of manually operated or power assisted tools or equipment and vehicles used to excavate, erect or deliver materials associated with construction. Summer hours begin April 1 and end on October 31. No work may begin before 6:00 a.m. or continue after 7:00 p.m., Monday through Friday. No work will begin on Saturday or Sunday before 7:00 a.m. or continue after 7:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- B. Winter hours begin November 1 and end on March 31. No work will begin before 7:00 a.m. or continue after 5:00 p.m., Monday through Friday. No work may begin on Saturday or Sunday before 8:00 a.m. or continue after 5:00 p.m. Sunday work may be conducted only if Contractor demonstrates, in writing to the building official, justifiable cause for the Sunday work.
- C. The City may establish other times of work as necessary based on the geographical location of the jobsite in relation to surrounding occupancies, buildings and structures.
- D. Contractor must submit a written request to the Building Official for a variance from the required work hours at least 7 days before the date for which the variance is desired. Variances will not be granted for more than 30 days at a time. A new application must be made for each additional variance. Contractor must notify adjacent property owners of the intended work and the duration of the requested variance. Proof of notification must be presented to the building official before the variance can be granted.
 - 1. The application for the variance must demonstrate justifiable cause why the work must be done outside the prescribed time period (e.g. pouring

concrete during “summer hours”). A variance will not be granted based solely on convenience or for work that can be completed during daytime construction hours.

2. The application for a variance must state the construction permit number, the address of the work, type of work, time period of the work, and the duration of the variance.

11.34 COMPLIANCE WITH FEDERAL LAWS

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Contractor agrees to comply with these laws in performing this Contract and to permit the City to verify compliance. Contractor will also comply with A.R.S. §34-301, “Employment of Aliens on Public Works Prohibited,” and A.R.S. §34-302, “Residence Requirements for Employees,” as amended. Contractor will include the terms of this provision in all contracts and subcontracts for Work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, Contractor warrants to the City that Contractor and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Contractor and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by Contractor or any of its Subcontractors will be considered a material breach of this Contract and may subject Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of Contractor or any Subcontractor who works on this Contract to ensure that Contractor or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of Contractor and any of its Subcontractors to ensure compliance with this warranty. Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider Contractor or any of its Subcontractors in material breach of this Contract if Contractor and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. “Services” are 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 will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. Contractor’s failure to assure compliance by all

its Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

A. Compliance with Americans with Disabilities Act

Contractor acknowledges that, in accordance with the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

11.35 DATA CONFIDENTIALITY

- A. As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by Contractor in the performance of this Contract.
- B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with Contractor's performance of this Contract is confidential and proprietary information belonging to the City.
- C. Contractor will not divulge data to any third party without first obtaining the written consent of the City. Contractor will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided Contractor has first given the required notice to the City:
1. Data, which was known to Contractor before its performance under this Contract unless the data was acquired in connection with the Work performed for the City;
 2. Data which was acquired by Contractor in its performance under this Contract and which was disclosed to Contractor by a third party, who to the best of Contractor's knowledge and belief, had the legal right to make disclosures and Contractor is not otherwise required to hold the data in confidence; or
 3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which Contractor is subject.
- D. In the event Contractor is required or requested to disclose data to a third party, or any other information to which Contractor became privy as a result of any other

contract with the City, Contractor will first notify the City as required in this Article of the request or demand for the data. Contractor will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.

- E. Unless prohibited by law, within 10 days after completion of services for a third party on real or personal property owned or leased by the City, Contractor will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.
- F. Contractor assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by Contractor, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

11.36 CONFLICT OF INTEREST

- A. To evaluate and avoid potential conflicts of interest, Contractor will provide written notice to the City, as stated in this Article, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. The notice will be given 7 business days before commencement of the Project by Contractor for a third party, or 7 business days before an adverse action as defined below. Written notice and disclosure will be sent to the City Senior Representative identified in Article 7.4.
- B. Actions that are considered to be adverse to the City under this Contract include but are not limited to:
 1. Using data as defined in this Contract acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
 2. Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and
 3. Using data to produce income for Contractor or its employees independently of performing the services under this Contract, without first obtaining the written consent of the City.
- C. Contractor represents that except for those persons, entities and projects identified to the City, the services to be performed by Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.
- D. Contractor's failure to provide a written notice and disclosure of the information stated in this Article on Conflicts of Interest will constitute a material breach of this Contract.

11.37 COMMENCEMENT OF STATUTORY LIMITATION PERIOD AND STATUTE OF REPOSE

- A. Before Final Completion. As to acts or failures to act occurring before the relevant date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will be considered to have accrued in any and all events not later than the date of Final Completion.
- B. Between Punch List Preparation and Final Completion. As to acts or failures to act occurring between the relevant date of Punch List Preparation and before Final Completion, any applicable statute of limitation will begin to run and any alleged cause of action will be considered to have accrued in any events not later than the date of Final Completion.
- C. After Completion. As to acts or failures to act occurring after the date of Final Completion, any applicable statute of limitations will commence to run and any alleged cause of action will be considered to have accrued in any and all events not later than the date of any correction of the Work or failure to correct the Work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or the City, whichever occurs last.
- D. Statute of Repose. The time period for the applicable Statute of Repose will commence to run at the time specified in Arizona Revised Statute §12-552 as it is amended or renumbered from time to time.

11.38 LOSS AND DAMAGES

All loss or damage arising out of the nature of the Work to be done or from the action of the elements, or from any unforeseen circumstances, in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in or during the prosecution of the Work, or from any casualty whatsoever of every description, will be sustained and borne by Contractor at its own cost and expense.

11.39 RIGHTS-OF-WAY

The M.A.G. Standard Specification 107.12 is modified to read as follows: “Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage and maintenance purposes, which are required in addition to existing easements or rights of way secured by the City as indicated upon the plans.”

11.40 EXISTING TRAFFIC AND STREET SIGNS AND TRAFFIC SIGNAL EQUIPMENT

Contractor will use due care when excavating at or near intersections where traffic signal underground conduit is located. Contractor will notify the Transportation Maintenance Traffic Signal Division (480.312.5620) 48 hours in advance of any work at the intersections. Contractor will be responsible for the installation and maintenance of temporary overhead traffic signal cable as specified by the Traffic Engineering Director when underground conduit is to be severed by excavations at the intersection. The Transportation Maintenance Manager will have all underground traffic conduit located

and will provide the necessary City Technicians to assist Contractor in identifying wiring phases and direction of conduit runs upon 24 hours notice from Contractor and at least 1 day before Contractor's scheduled wiring and installation of temporary cables. Contractor will be responsible for the wiring and connection of all temporary cable within the pull boxes and terminal compartments. The Transportation Maintenance Manager will provide a City technician to assist Contractor with connecting field wiring within the traffic signal control cabinet. Contractor will provide, at its expense an off-duty uniformed Police Officer to direct traffic while the traffic signal is turned off and the wiring is transferred. Contractor will be responsible as specified by the Traffic Engineering Manager for the repair and restoration of all traffic signal overhead and underground items that have been damaged or modified. The City does not permit the splicing of Magnetic Detector Loops.

11.41 CERTIFICATION OF USE OF BENCHMARKS

In compliance with the City's Design Standards & Policies Manual (DS&PM), Sections 9-1.1 and 9-1.301, it is the City's intent that Contractor must use both horizontal and vertical benchmarks with City of Scottsdale published values for any survey on all public works projects. These published values are available for public use at the following website: <https://eservices.scottsdaleaz.gov/maps/benchmarks>. AT LEAST 1 HORIZONTAL AND 1 VERTICAL BENCHMARK MUST MATCH THE NORTHING, EASTING OR ELEVATION VALUES PUBLISHED ON THE CITY'S WEBSITE. Contractor must sign and submit with this Contract, the Certificate of Use attached and by reference made a part of this Contract.

11.42 TAXES AND INDEMNIFICATION

The fee listed in this Contract includes any and all taxes applicable to the activities under this Contract. The City will have no obligation to pay additional amounts for taxes of any type. JOC and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the JOC, except as may be otherwise provided in this Contract. The JOC shall, and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

11.43 NO BOYCOTT OF ISRAEL

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the Contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

11.44 CONTRACTOR WARRANTS AND CERTIFIES THAT IT DOES NOT CURRENTLY, AND AGREES FOR THE DURATION OF THE CONTRACT THAT IT WILL NOT, USE:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.

2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that Contractor is not in compliance with this paragraph, Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

ARTICLE 12 – DEFINITIONS

“Adjustment” means a written order signed by an authorized representative of the City and Contractor and which approves changes in the scope of the Work in the Job Order; in the total compensation or time allowed for completion of the Job Order, or modifications to other contract terms.

“Allowance” means an agreed amount by the City and Contractor for items which may be required to complete the scope of work.

“As-built Document” – “As-built in construction is equivalent to “as-is.” Drawings deemed “as-built” are final drawings that include all changes made during the actual construction process. These drawings represent the actual existing constructed conditions as opposed to designs or a proposed condition. The As-built Documents should be per Arizona Revised Statute 32-152.

“Blueline or Blackline Prints” – Prints that allows comparison of document versions to show what has been revised.

“Change Order” means a written order signed by an authorized representative of the City and which approves changes in the total compensation or time allowed for completion of services consistent with S.R.C. Sec. 2-200.

“City” means the City of Scottsdale, Arizona, an Arizona municipal corporation. Regulatory activities handled by the City of Scottsdale Development Services, Planning and Fire Departments or any other City department are not subject to the responsibilities of the City under this Contract.

“City’s Representative” means the person designated in Subdivision 7.4(A) (2).

"City’s Senior Representative" means the person designated in Subdivision 7.4(A) (1).

“Construction Coordinator” means a City employee who coordinates the daily construction activities with Contractor, and with their inspection staff that performs quality control inspections, enforces project plans and specifications and adopted City codes and ordinances.

“Construction Documents” means the plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements and incorporating addenda and approved Job Order Adjustments.

“Construction Fee” means Contractor’s home office overhead and profit, whether at Contractor’s principal or branch offices. This includes the home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

“Contract” or “Job Order Contract” means this fully executed Contract between the City and Contractor.

“Contract Administrator” means the persons designated in Article 7.4(A).

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and Contractor: (1) Change Orders; (2) Job Order Adjustments; (3) Contract Modifications; (4) this Contract including all exhibits and attachments; (5) Contractor’s Proposal (if any); (6) Contractor Statement of Qualifications.

“Contract Modification” means a specific written concurrence between the City and Contractor for changes to this Contract.

“Contract Price” means the amount or amounts stated in Article 4 subject to any Contract Adjustments.

“Contract Services” means the services required by the Contract Documents.

“Contract Time(s)” means the time stated in Article 3, subject to Job Order Adjustments or extensions as permitted by this Contract.

“Contractor” is Contractor selected by the City to provide or procure construction services as detailed in this Job Order Contract.

“Contractor Payment Request” means the City form used by Contractor to request progress payments for Job Orders in accordance with Article 6.

“Contractor’s Representative” means the person described in Article 7.4(B) (2).

“Contractor’s Senior Representative” means the person described in Article 7.4(B) (1).

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Delay” means an unanticipated event or interference with the progress of a critical path work activity being performed at the time that causes the completion date of the project to be extended. Delays may be caused by the City, Contractor, third parties or Force Majeure events. Delays may be excusable, compensable, non-compensable or concurrent.

“Delay, Compensable” means delay that results from the City’s actions or inactions that entitle Contractor to both a time extension and delay damages.

“Delay, Concurrent” means 2 or more delays, within the same timeframe, both of which would independently impact the project’s critical path. If one delay is caused by the City and the other by Contractor, Contractor will generally be entitled to an excusable, non-compensable time extension, to the degree the delays may “overlap.”

“Delay, Excusable” means an unforeseeable delay caused by an event beyond the control and without the fault or negligence of Contractor (including its Suppliers and Subcontractors). Excusable delays may be compensable or non-compensable, depending upon whether the terms of the contract or the law allows recovery of delay costs. Unless otherwise shown, it will generally be presumed that these delays are non-compensable.

“Delay, Non-Excusable” means a delay within the control of Contractor, its suppliers and subcontractors, or a delay resulting from a risk taken by Contractor under the terms of the Contract. Contractor will not be due any time extension or delay damages, and may be responsible for paying to the City, actual or liquidated damages for the delay.

“Deliverables” means the work products prepared by Contractor in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by Contractor may include, but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by the Project Team.

“Design Professional” means a qualified, licensed design professional who furnishes design or construction administration services.

“Differing Site Conditions” comply with M.A.G. Standard Specifications, Subsection 102.4.

“Duration of the Work” means the number of Days from a Job Order Notice to Proceed to Substantial Completion.

“Effective Date” means the date that this Contract takes effect and becomes operative and enforceable. The Effective Date of this Contract shall be the date on which it is executed by the City, as noted at the beginning of this Contract.

“Field Order” means a written field directive prepared and signed by the City, directing a change in work that may or may not include an adjustment in contract price or contract time.

“Final Acceptance” means the completion of a Job Order as prescribed in Article 3.4.

“Informational Submittals” – Submittals are required (common with construction projects) for the architect and engineer to verify that the correct products and quantities will be installed on a project.

“Job Order” or “Project” means a specific scope of Contract Services done pursuant to an individual Job Order and includes a specific written Contract between the City and Contractor for a Job Order including a Scope of Work, a Job Order Price, a Duration of the Work and any special conditions that may apply to be performed under this Contract. The Job Order includes the plans, technical specifications, special provisions and Contractor’s proposal either by reference or inclusion.

“Job Order Price” means the amount negotiated between Contractor and the City that includes costs, overhead, bonding, insurance, profit and other costs as agreed to and calculated on the Unit Prices, Cost-coefficient and Special Items as prescribed in Article 4.

“Job Order Time” means the time from the Job Order Notice-to-Proceed to Substantial Completion. The approved Job Order Time will be made part of this Contract by executing an individual Job Order for that specific Project.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work.

“Liquidated Damages” means an amount Contractor will pay in compliance with Article 3.5.

“Must” and “will” as used in this Contract are mandatory.

“Notice to Proceed,” (NTP) means a written notice given by the City to Contractor fixing the date on which Contractor will start to perform Contractor’s obligations under that individual Job Order.

“Owner Agent,” “City’s Agent” or “Owner Representative” see “City’s Senior Representative.”

“Payment Request” means a monthly progress payment request that is based on a monthly estimate of the dollar value of the Work completed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.

“Professional Certification” – Professional certification is a designation which indicates that a person is qualified to perform a job or task. Professional certification can be trade certification or professional designation.

“Project Record Documents” means the documents created pursuant to Article 1.9.

“Project Record Drawing Prints” – Set of current design drawings used by construction contractor for reference during construction. These drawings are typically marked up during the construction process, and are used to develop the subsequent “as-built” drawings.

“Punch List” means those minor items of Work to be completed before Final Acceptance which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent the issuance of a Certificate of Occupancy.

“Samples” means physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)” means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on whether the Progress Schedule is cost-loaded or not.

“Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Site” means the land or premises on which a Job Order is located. Contractor will require all subcontractors to include the street address of the Job Order in their contracts.

“Specifications” means those sections of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain applicable administrative details.

“Subcontractor” or “Sub consultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Contract Services and must include material men and suppliers. All Subcontractors must be selected in accordance with the selection plan stated in Article 1.13.

“Substantial Completion” means when the Work, or when an agreed upon portion of the Work is sufficiently complete so that the City can occupy and use the Project or a portion of it for its intended purposes. This may include, but is not limited to: (1) approval by the City Fire Marshall and local authorities (Certificate of Occupancy); (2) issuance of elevator permit; (3) demonstration to the City that all systems are in place, functional, and displayed to the City or its representative; (4) installation of all materials and equipment; (5) City review and acceptance of all systems; (6) City review and acceptance of draft O&M manuals and record documents; (7) City operation and maintenance training completed; (8) HVAC test and balance completed [provide minimum 30 days before projected substantial completion]; (9) completed landscaping and site work; and (10) final cleaning.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with Contractor or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase work by Contractor or any Subcontractor.

“Work” means the entire completed construction or the various separately identifiable parts of the construction, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

CITY OF SCOTTSDALE, ARIZONA

CONTRACT NO. 2024- -COS

CONTRACT

This Contract has been properly executed by the parties above named, on the date and year written above, to be retained by the City Clerk.

Contractor agrees that this Contract, as awarded, is for the stated Work and understands that payment for the Work will be made on the basis of the indicated amount, per the terms and conditions of this Contract.

CITY OF SCOTTSDALE, an
Arizona municipal corporation

CONTRACTOR:

By: _____
David D. Ortega, Mayor

By: _____

Title: _____

ATTEST:

Ben Lane, City Clerk

RECOMMENDED:

Alison Tymkiw, P.E.
City Engineer

George Woods
Risk Management Director

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Shane C. Morrison, Assistant City Attorney

EXHIBIT A

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale, dated the _____ day of _____, 2023, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond will be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond will recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the _____ day of _____, 2024.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT B

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 6,
OF THE ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Scottsdale, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Scottsdale dated the _____ day of _____, 2024, for Bid No. (bid number), Project No. (project number), (project name), which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond will recover as a part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2024.

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

EXHIBIT D
CITY OF SCOTTSDALE SUBCONTRACTOR SELECTION PLAN

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.8.1 The Job Order Contract (JOC) Contractor will select major Subcontractors and major Suppliers, subject to City's prior approval. This shall occur before submission of a project estimate. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors may not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the JOC Contractor. In any case, the JOC Contractor is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.8.1.1 The JOC Contractor will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan must identify those subcontractor trades anticipated to be selected by qualifications only per Section 2.8.2 and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 2.8.3. This plan will also identify those subcontractors that will not be selected through a formalized qualifications-based selection process. The subcontractor selection plan must be consistent with the selection requirements of this RFSQ and the Design/Preconstruction Services Contract.

2.8.2 Selection by qualifications only - The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the JOC Contractor can demonstrate it is in the best interest of the Project.

2.8.2.1 The JOC Contractor must apply the approved subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.

2.8.2.2 The JOC Contractor will negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

2.8.3 Selection by qualifications and competitive bid - The JOC Contractor must apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major subcontractors and major suppliers must then be competitively bid to the prequalified subcontractors unless a Subcontractor or Supplier was selected in accordance with paragraph 2.8.2 above.

2.8.3.1 The JOC Contractor will develop Subcontractor and Supplier interest, submit the names of a minimum of 3 qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not 3 qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the JOC Contractor may request approval by the City to submit less than 3 names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

- 2.8.3.2** If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the JOC Contractor will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
- 2.8.3.3** The JOC Contractor will distribute Drawings and Specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors and Suppliers.
- 2.8.3.4** If the JOC Contractor desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The JOC Contractor's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to insure compliance with the Project Schedule and/or cost, the JOC Contractor may self-perform Work without bidding or re-bidding the Work.
- 2.8.4** If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the JOC Contractor will nominate a substitute Subcontractor or Supplier, preferably if this option is still available, from those who submitted Subcontractor bids for the Work affected. Once these substitute Subcontractors and Suppliers are approved by the City, the JOC Contractor's proposed GMP for the Work or portion of the work will be correspondingly adjusted to reflect any higher or lower costs from any substitutions.

END OF PAGE

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE
OF JOC SERVICES**

B&F CONTRACTING, INC.
JOB ORDER CONTRACTING

EXHIBIT B
JOB ORDER NO. 1

See the following pages

**TOWN OF PARADISE VALLEY
LINKING AGREEMENT
FOR COOPERATIVE PURCHASE
OF JOC SERVICES**

JOB ORDER NO. 1

Sewer Rehab Project

This Job Order No. 1 (this “**Job Order**”) is entered into on this ____ day of _____, 2026 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and B&F Contracting, Inc., an Arizona corporation (the “**JOC**”). This Job Order is subject to and governed by the terms and conditions of the Job Order Contracting No. 2025-041-COS, the City of Scottsdale (the “**Base Agreement**”), and the Town of Paradise Valley Linking Agreement for Cooperative Purchase of JOC Services, No. CON-26-061-ENG (the “**Agreement**”).

**ARTICLE 1
Scope of Work**

The JOC shall furnish all labor, materials, and equipment, as more fully set forth in the proposal, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the “**Work**”) to complete the JOC Civil Construction Services as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the “**Project**”).

**ARTICLE 2
Schedule of Completion**

The JOC shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within 21 calendar days. In view of the difficulty or impossibility of determining the Town’s damages from delay, should the JOC fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the JOC agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of \$280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the JOC shall pay the Town the difference within three days of receipt of written demand.

**ARTICLE 3
Cost of the Work**

The JOC shall complete the work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed \$279,921.46.

**ARTICLE 4
Bonds**

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

**ARTICLE 5
Additional Terms**

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the JOC certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the JOC certifies that it does not, and will not, for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

**ARTICLE 6
Attachments**

This Job Order includes and incorporates the following Attachments:

- Attachment 1** – Proposal
- Attachment 2** – Plans and Specifications
- Attachment 3** – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

B&F CONTRACTING, INC.,
an Arizona corporation:

Andrew Ching, Town Manager

Signature

Name

ATTEST:

Title

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**ATTACHMENT 1
TO
JOB ORDER NO. 1**

Sewer Rehab Project

See the following pages

JOC JOB ORDER SUMMARY			
Project Name:	<u>Sewer Rehab FY26</u>	Date:	<u>4/15/2026</u>
Project Location:	<u>Paradise Valley</u>		
Project No.:	<u>TBD</u>		
		Amount	
A. Direct Costs (Per Job Order)			
A.1 Direct Cost		\$	193,528.00
A.2 Allowances		\$	5,000.00
	TOTAL DIRECT COSTS	\$	198,528.00
B. General Conditions on Direct Costs Only		\$	22,678.48
	SUBTOTAL 1 (Cost of the Work)	\$	221,206.48
C. JOC Fee on Cost of Work Only		Total %	Total Fee
C.1 (\$0-\$250,000)		10.00%	\$ 22,120.65
C.2 (\$250,001 - \$1,000,000)		8.00%	\$ -
C.3 (\$1,000,001 - Contract Limit)		7.00%	\$ -
		SUBTOTAL 2	\$ 243,327.13
D. Bonds and Insurance Allowances			
D.1 Bonds	(approx. 2%)	2.00%	\$ 4,866.54
D.2 Insurance	(approx. 1%)	1.00%	\$ 2,433.27
	TOTAL BONDS & INSURANCE ALLOWANCE	\$	7,299.81
		SUBTOTAL 3	\$ 250,626.94
E. Sales Tax		Rate	6.37%
		\$	15,964.94
	SUBTOTAL JOB ORDER PROPOSAL PRIOR TO OWNERS CONTIGENCY	\$	266,591.87
F. Owners Contingency		5%	\$ 13,329.59
	SUBTOTAL JOB ORDER PROPOSAL WITH OWNER CONTIGENCY	\$	279,921.46

Establishment of Values:

- a. Direct Costs and Allowances to be submitted with each Job Order Proposal
- b. General Conditions Costs (B) to be established per each Job Order Proposal
- c. JOC Fee as set forth in Section XXXX of this contract

Formulas Used in Calculations

Subtotal 1 = A+B

JOC Fee (C) = C Percentage x Subtotal 1

Subtotal 2 = C + Subtotal 1

Bonds & Insurance Allowances = D Percentage x Subtotal 2

Subtotal 3 = D + Subtotal 2

Sales Tax (E1) = (65% of current Scottsdale Tax Rate) x Subtotal 3

Total Job Order Proposal = E + Subtotal 3



SCHEDULE OF VALUES

Job Name: Sewer Rehab FY26
 Job Number: TBD
 Owner: Town of Paradise Valley

Corporate HQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
 Office: 623-582-1170 | Fax: 623-582-3761
 Arizona Licenses: ROC-089744 A General Engineering
 ROC-111282 B-4 General Engineering
 Date: 4/15/2026
 Revision: 0

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	DIRECT COST				
1	Mobilization	1	LS	\$ 18,811.09	\$ 18,811.09
2	8" Sewer Cleaning & CCTV	1101	LF	\$ 17.99	\$ 19,803.02
3	8" CIPP Lining & Post-CCTV	1101	LF	\$ 121.62	\$ 133,899.53
4	Manhole Rehab	3	EACH	\$ 7,004.79	\$ 21,014.36
				DIRECT COST SUBTOTAL:	\$ 193,528.00
	ALLOWANCES				
5	Traffic Control Allowance	1	AL	\$ 5,000.00	\$ 5,000.00
				CONSTRUCTION ITEMS SUBTOTAL:	\$ 5,000.00
				SUBTOTAL DIRECT COSTS:	\$ 198,528.00
6	General Conditions	1	LS	\$ 22,678.48	\$ 22,678.48
				SUBTOTAL COST OF THE WORK:	\$ 221,206.48
7	JOC Fee on Cost of Work Only	1	LS	\$ 22,120.65	\$ 22,120.65
8	Bonds	1	LS	\$ 4,866.54	\$ 4,866.54
9	Insurance	1	LS	\$ 2,433.27	\$ 2,433.27
10	Sales Tax (5.23%)	1	LS	\$ 15,964.94	\$ 15,964.94
				SUBTOTAL JOB ORDER PROPOSAL PRIOR TO OWNERS CONTINGENCY:	\$ 45,385.39
11	Owner's Contingency @ 5%	1	LS	\$ 13,329.59	\$ 13,329.59
				TOTAL PRICE:	\$ 279,921.46

SCOPE OF WORK, CLARIFICATIONS, & ASSUMPTIONS

1. This proposal includes costs for CIPP lining 4 each 8” sewer segments identified below:
 - a. Segment 14412 – 329 LF
 - b. Segment 13988 – 321 LF
 - c. Segment 14371 – 230 LF
 - d. Segment 11083 – 221 LF
 2. Pricing is based on performing pipe rehabilitation via trenchless method of CIPP lining only.
 3. Pricing does not include costs for protruding tap removal, open cut excavation to fix sagging or defective pipe, as no repairs were identified as being specifically required. If any repairs are required Owner’s Contingency and/or Contract Change Order shall be utilized for reimbursement of additional work.
 4. Proposal includes manhole prep and epoxy coating rehabilitation by Manhole Coating Subcontractor, Cardinal, and includes rehabilitation of MH47616, MH48139, and MH48156.
 5. Flow Management:
 - a. Proposal assumes vactor bypass is acceptable and has been priced accordingly, thus a sewer bypass system with pumps has not been included.
 - b. Prior to CIPP lining operations, door hangers/shutdown notices will be distributed to impacted customers/homeowners to inform them of no water usage during lining operations. Lining operations is anticipated to take approximately 10-12 hours and customer sewer service connections will not be available for use during the entirety of the above referenced duration.
 6. If any Engineering, Traffic Control, or Plan Review permitting fees are required, Owner Contingency shall be utilized for reimbursement of fees.
 7. Public Outreach and Project Signs have not been included and, if required, shall be reimbursed via Owner Contingency or Contract Change Order.
 8. No sewer or manhole CCTV videos or inspection reports were provided at time of developing this proposal.
-



CONTRACTING
Since 1990

Proposal

Corporate:
11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-582-1170 | Fax: 623-582-3761

Tucson:
1904 W Prince Rd. Tucson, 85705
Office: 520-207-8228 | Fax: 520-305-3323

AZ Licenses:
ROC089744 A | General Engineering
ROC111282 B-04 | General Engineering Contractor




Cost Detail

Project Name: FY26 Sewer Rehab	Customer: Town of Paradise Valley
Job Number: 4650 Bid Number: 4650	Billing Address: 6401 E Lincoln Dr
Bid As: General Contractor	Paradise Valley, AZ 85253
Estimator: Travis Monk	Phone:
Project Address: Paradise Valley, Paradise Valley, AZ	Contact: Sam Kayat
Completion Date: 9/4/2026	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost			
D 1 - Mobilization	1.00	LS	\$18,811.09	\$18,811.09			
<u>Labor</u>							
<u>Equipment</u>							
<u>Material</u>							
<u>Subcontracted</u>							
<u>Trucking</u>							
<u>Miscellaneous</u>							
<u>Plug</u>							
Unit:	\$599.52	\$977.84	\$0.00	\$17,233.73	\$0.00	\$0.00	\$0.00
Total:	\$599.52	\$977.84	\$0.00	\$17,233.73	\$0.00	\$0.00	\$0.00
D Mob/Demob Backhoe	2.00	TRIP	\$611.40	\$1,222.80			
D B&F Equipment Mobilization (2.00 TRIP/DY, 1.00 DY)	2.00	TRIP	\$611.40	\$1,222.80			
D Manhole Material Pick-up & Delivery	1.00	TRIP	\$354.56	\$354.56			
D Small Mobilization (3.00 TRIP/DY, 0.33 DY)	1.00	TRIP	\$354.56	\$354.56			
S CIPP Mobilization	1.00	LS	\$13,733.73	\$13,733.73			
S Construction Water Meter, Backflow, And Construction Water Usage	1.00	LS	\$3,500.00	\$3,500.00			
D 2 - 8" Sewer Cleaning & CCTV	1,101.00	LF	\$17.99	\$19,803.02			
<u>Labor</u>							
<u>Equipment</u>							
<u>Material</u>							
<u>Subcontracted</u>							
<u>Trucking</u>							
<u>Miscellaneous</u>							
<u>Plug</u>							
Unit:	\$7.57	\$10.42	\$0.00	\$0.00	\$0.00	\$0.00	
Total:	\$8,334.86	\$11,468.16	\$0.00	\$0.00	\$0.00	\$0.00	
D Sewer Cleaning & Pre-CCTV Inspection	1,101.00	LF	\$17.99	\$19,803.02			
D Sewer Cleaning & Pre-CCTV Inspection (550.50 LF/DY, 2.00 DY)	1,101.00	LF	\$10.45	\$11,503.14			
D Support Crew (Set Plugs, Monitor Flow Confined Space Supervision (550.50 LF/DY, 2.00 DY)	1,101.00	LF	\$2.80	\$3,082.76			
D Vactor Bypass (550.50 LF/DY, 2.00 DY)	1,101.00	LF	\$4.74	\$5,217.12			
D 3 - 8" CIPP Lining & Post-CCTV	1,101.00	LF	\$121.62	\$133,899.53			
<u>Labor</u>							
<u>Equipment</u>							
<u>Material</u>							
<u>Subcontracted</u>							
<u>Trucking</u>							
<u>Miscellaneous</u>							
<u>Plug</u>							
Unit:	\$17.44	\$25.06	\$2.59	\$76.12	\$0.00	\$0.09	\$0.32
Total:	\$19,202.16	\$27,587.36	\$2,856.00	\$83,804.01	\$0.00	\$100.00	\$350.00
D CIPP Lining	1,101.00	LF	\$75.41	\$83,026.73			
D Pre-CIPP Camera	1,101.00	LF	\$3.36	\$3,699.68			
D CCTV Inspection (4 Hour Minimum Or 1000 LF) (550.50 LF/DY, 2.00 DY)	1,101.00	LF	\$3.36	\$3,699.68			
S 8" CIPP Lining	1,101.00	LF	\$72.05	\$79,327.05			
S End Seals	8.00	EACH	\$191.28	\$1,530.24			
S Reinstate Laterals	8.00	EACH	\$368.34	\$2,946.72			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost			
(Item 3 - 8" CIPP Lining & Post-CCTV continued)							
Support & Vactor Bypass	1,101.00	LF	\$22.57	\$24,850.16			
CIPP Lining Support Crew & Vactor Bypass	1,101.00	LF	\$22.57	\$24,850.16			
Support Crew (Set Plugs, Monitor Flow Confined Space Supervision (275.25 LF/DY, 4.00 DY)	1,101.00	LF	\$8.35	\$9,198.80			
Vactor Bypass (275.25 LF/DY, 4.00 DY)	1,101.00	LF	\$14.22	\$15,651.36			
Post-CCTV Inspection	1,101.00	LF	\$3.36	\$3,699.68			
CCTV Inspection (4 Hour Minimum Or 1000 LF) (550.50 LF/DY, 2.00 DY)	1,101.00	LF	\$3.36	\$3,699.68			
Modify Throat And Channel	8.00	EACH	\$2,230.75	\$17,846.00			
Wide Manhole Throat & Channel	8.00	EACH	\$1,007.94	\$8,063.52			
Manhole Repair (4.00 EACH/DY, 2.00 DY)	8.00	EACH	\$995.44	\$7,963.52			
DUMP FEES	1.00	LOAD	\$100.00	\$100.00			
Rebuild Bench And Channel	8.00	EACH	\$1,222.81	\$9,782.48			
Manhole Repair (4.00 EACH/DY, 2.00 DY)	8.00	EACH	\$822.06	\$6,576.48			
Ready Mix Concrete - C - 120	136.00	EACH	\$21.00	\$2,856.00			
Form And Sundries	2.00	EACH	\$175.00	\$350.00			
 4 - Manhole Rehab	3.00	EACH	\$7,004.79	\$21,014.36			
	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Subcontracted</u>	<u>Trucking</u>	<u>Miscellaneous</u>	<u>Plug</u>
Unit:	\$526.75	\$611.09	\$1,219.13	\$4,647.82	\$0.00	\$0.00	\$0.00
Total:	\$1,580.24	\$1,833.28	\$3,657.38	\$13,943.46	\$0.00	\$0.00	\$0.00
Manhole Prep & Coating Subcontractor	3.00	EACH	\$4,622.82	\$13,868.46			
Demo And Pour Collars	3.00	EACH	\$2,381.97	\$7,145.90			
RH-Frame & Cover Adjustment Crew (3.00 EACH/DY, 1.00 DY)	3.00	EACH	\$1,137.84	\$3,413.52			
CONCRETE - MAG AA (4000 PSI)	3.00	CY	\$152.00	\$456.00			
Concrete - Short Load Fee	1.00	EACH	\$200.00	\$200.00			
Concrete Fuel Surcharge	1.00	EACH	\$35.00	\$35.00			
Concrete Environmental Charge	1.00	EACH	\$25.00	\$25.00			
Frame & Cover - Manhole Ring & Cover	3.00	EACH	\$633.00	\$1,899.00			
Manhole - Adjustment Rings	12.00	EACH	\$85.00	\$1,020.00			
#4 Rebar 1/2"x20' Stick	2.00	EACH	\$11.19	\$22.38			
Dump Fees	1.00	EACH	\$75.00	\$75.00			
 5 - Traffic Control Allowance	1.00	AL	\$5,000.00	\$5,000.00			
	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Subcontracted</u>	<u>Trucking</u>	<u>Miscellaneous</u>	<u>Plug</u>
Unit:	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Traffic Control Sub	1.00	AL	\$5,000.00	\$5,000.00			
 6 - General Conditions	1.00	LS	\$22,678.48	\$22,678.48			
	<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Subcontracted</u>	<u>Trucking</u>	<u>Miscellaneous</u>	<u>Plug</u>
Unit:	\$15,951.12	\$6,137.36	\$0.00	\$590.00	\$0.00	\$0.00	\$0.00
Total:	\$15,951.12	\$6,137.36	\$0.00	\$590.00	\$0.00	\$0.00	\$0.00
Porta John	1.00	LS	\$340.00	\$340.00			
Portable Toilet	1.00	MO	\$240.00	\$240.00			
Delivery And Pickup	2.00	EACH	\$50.00	\$100.00			
Project Manager	5.00	DY	\$1,036.64	\$5,183.20			
Project Manager (1.00 DY/DY, 5.00 DY)	5.00	DY	\$1,036.64	\$5,183.20			
Project Superintendent	12.00	DY	\$960.64	\$11,527.68			
Project Superintendent (1.00 DY/DY, 12.00 DY)	12.00	DY	\$960.64	\$11,527.68			
Project Engineer	5.00	DY	\$846.32	\$4,231.60			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
<i>(Item 6 - General Conditions continued)</i>				
 Project Engineer (1.00 DY/DY, 5.00 DY)	5.00	DY	\$846.32	\$4,231.60
 Small Tools & Safety Supplies	382.00	MH	\$3.00	\$1,146.00
 Project Ice & Drinking Water	2.00	WK	\$125.00	\$250.00

Direct Cost Totals

	<u>Amount</u>	<u>Percent of Direct Cost</u>
Labor:	\$45,667.90	20.64%
Equipment Owned:	\$48,004.00	21.70%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$6,513.38	2.94%
Subcontracted:	\$120,571.20	54.51%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$100.00	0.05%
Plug:	\$350.00	0.16%
Direct Cost:	<u>\$221,206.48</u>	



Cardinal Coatings
 265 E. 3900 S.
 Salt Lake City, UT 84107
 8018952895
 AP@TeamCardinal.com

Estimate

ADDRESS
B&F Contracting, Inc. 11011 N 23rd Ave Phoenix, AZ 85029

SHIP TO
B&F Contracting, Inc. 11011 N 23rd Ave Phoenix, AZ 85029

ESTIMATE #	DATE
41980	04/09/2026

CONTACT NAME

Travis Monk

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Manhole Rehabilitation - 60in Diameter	Manhole ID 48156: 60" Dia / 7.00VF [LS]	1	4,898.40	4,898.40
	Manhole Rehabilitation - 60in Diameter	Manhole ID 48139: 60" Dia / 5.50VF [LS]	1	3,979.95	3,979.95
	Manhole Rehabilitation - 60in Diameter	Manhole ID 47616: 60" Dia / 4.70VF [LS]	1	3,490.11	3,490.11
	Bypass	Flow-Thru Plug on 8" Pipeline [LS]	1	1,500.00	1,500.00
	Mobilization	Paradise Valley, AZ [N/A]	1	0.00	0.00

**Your job will not be scheduled until signed estimate is received

TOTAL

\$13,868.46

General Conditions:

- Includes furnishing and handling all required labor, equipment, and materials for the proposal items listed herein.
- Quantities and material thicknesses are subject to change following field verification.
- Customer to provide access for Cardinal's equipment within 50' of project and potable water supply at no cost.

Exclusions:

- Traffic Control.
 - Excavation/Protection, Site Restoration, pvc liner removal, Backfill, Staking, Grade Changes, Final Adjustments, Ring/Cover Install, Concrete Collars, Sewer line Breakouts, Knockouts of Drop MHs, High Pipe, Stub Set, Lighting, Infiltration Control.
 - Compaction & Concrete Cylinder Testing, Engineering or EOR for Testing, Licenses, Back Charges or Liquidating Damages.
 - Prevailing Wages, Training/Orientation.
 - Furnishing Bid, Performance, or Payment Bonds.
 - Permits, Fees, or Taxes (local, state or Federal).
- Estimate is Good for 30-days

Accepted By

Accepted Date

**ATTACHMENT 2
TO
JOB ORDER NO. 1
PLANS AND SPECIFICATIONS**

See the following pages



TECHNICAL SPECIFICATIONS

TOWN OF PARADISE VALLEY
Sewer Rehabilitation
FY 2026

PREPARED FOR:
TOWN of Paradise Valley

PREPARED BY:
Entellus, Inc.

NOVEMBER 2025

TABLE OF CONTENTS

PROJECT OVERVIEW 1

COOPERATION WITH UTILITIES 1

WORKING HOURS 1

SITE ACCESS AND TOWN OPERATIONS DURING CONSTRUCTION 1

CONSTRUCTION SIGNS AND PROJECT HOTLINE 1

MEASUREMENT AND PAYMENT 2

ITEM NO. 01- MOBILIZATION/DEMOBILIZATION 3

ITEM NO. 02 - CONSTRUCTION SURVEYING, AS-BUILTS 3

ITEM NO. 03 – QUALITY CONTROL AND MATERIAL TESTING 4

ITEM NO. 04 – TRAFFIC CONTROL 4

ITEM NO. 05 – STORMWATER POLLUTION PREVENTION PLAN 5

ITEM NO. 06 – DIVERSION OF SEWAGE FLOW AND DEWATERING 5

ITEM NO. 07 – REHABILITATION OF EXISTING 8-INCH SEWER USING CURED-IN-PLACE PIPE 10

ITEM NO. 08 – REHABILITATION OF EXISTING MANHOLE 22

ATTACHMENT A 36

PROJECT OVERVIEW

It is the CONTRACTOR's responsibility to read and understand all terms of the Invitation for Bids, the Contract Documents, and all other contract-related documents, and references, also including but not limited to the Technical Specifications and any Special Provisions which are part of the project package.

The project includes the rehabilitation of the approximately 1,050 feet of 8-inch sewer mains consisting of Ductile Iron Pipe (DIP), Vitrified Clay Pipe (VCP), or Polyvinyl Chloride (PVC) Pipe and up to three (3) manholes in the TOWN of Paradise Valley (TOWN). The sewer main segments and manholes included in this Project were identified in a recent Five-Year Sewer Rehabilitation Plan report that was based on a system-wide sewer assessment prepared by others. See **Attachment A** for detailed manhole and sewer pipe segment locations, along with the corresponding repair and rehabilitation requirements.

COOPERATION WITH UTILITIES

Section 105.6 of MAG Standard Specifications is modified to add:

The location of the underground and overhead utilities, as shown on the plans, is based on the best available information gathered from as-builts, field surveys, and Blue Stake markings. The CONTRACTOR shall not assume that this represents an exact location of the indicated utility. No guarantee is made to the accuracy of the location shown on the plans. It is the CONTRACTOR's responsibility to verify and determine the exact locations of all utilities.

WORKING HOURS

Working hours are set by the TOWN of Paradise Valley Rules, Offensive, Excessive, and Prohibited Noises.

Hours for hauling operations shall be subject to approval by, and if necessary, permits from the TOWN of Paradise Valley, Arizona Department of Transportation (ADOT), Maricopa County, and any other applicable municipalities in accordance with local ordinances.

SITE ACCESS AND TOWN OPERATIONS DURING CONSTRUCTION

The CONTRACTOR shall maintain public access to businesses adjacent to the job site at all times during construction. Where a property has more than one access point, no more than one access point shall be restricted or closed at any one time. If only one driveway exists, access shall be maintained to at least one-half of the driveway at all times. Access to adjacent private driveways shall be maintained by the CONTRACTOR during all non-working hours.

The CONTRACTOR shall coordinate all site work and access with the City's Fire Department (City of Phoenix). Fire station operations shall not be impacted. A sequencing and operations plan shall be provided to City Fire staff for approval.

CONSTRUCTION SIGNS AND PROJECT HOTLINE

It shall be the responsibility of the CONTRACTOR to furnish and erect construction signs in accordance with this specification. The signs shall be professionally prepared and subject to approval by the TOWN. The CONTRACTOR shall maintain all signs for the duration of the project and shall be removed by the CONTRACTOR during the final project cleanup. Sign locations shall be determined by the TOWN. No separate payment will be made for the sign(s).

The CONTRACTOR shall provide a 4-foot-by-8-foot banner. The sign shall list the following information:

- 1) Project Name
- 2) Project Dates (Scheduled beginning and ending dates)
- 3) Construction CONTRACTOR Name
- 4) CONTRACTOR hotline number for the project and email address

The hotline number for the project will be supplied by the CONTRACTOR. The hotline is intended to be an answering service that physically answers the phone. The CONTRACTOR shall have a contact who is familiar with the project and will be reachable twenty-four hours a day, seven days a week, to respond to any emergency that may arise during off-work hours.

THE HOTLINE CANNOT BE A 24-HOUR “ANSWERING MACHINE”

The CONTRACTOR shall submit a layout drawing to the TOWN for approval showing the location, size, and color of lettering and logos.

Sign supports shall be 4-inch by 4-inch pressure-treated posts, set a minimum of 2 feet in the ground. The bottom of the sign shall be a minimum of 4 feet above the ground.

All required construction signs shall be installed by the CONTRACTOR within seven days of issue of the Notice to Proceed. The sign shall be maintained in good condition until the completion of the Contract, at which time the sign shall become property of the CONTRACTOR.

For budgeting purposes, it is anticipated that one sign will be required. No payment will be made for signs or hotline.

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Measurement and payment for all pay items in the proposal shall be as specified in the applicable section of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (MAG Specifications), latest edition, supplements, and any applicable TOWN specification or Standards as specified in these Technical Specifications. In the event of a conflict between these Specifications and the requirements of the plans, detail drawings, or TOWN Standard Details and the MAG Specifications, these Specifications shall prevail.

1.02 Payment of the contract items shall be compensation in full for furnishing all overhead, bonds, tax, labor, materials, tools, equipment, and appurtenances necessary to complete the work in a good, neat, and satisfactory manner as indicated on the plans, or as specified, with all necessary connections, and appurtenances to the satisfactory use of and/or operation of said item. No additional payment will be made for work related to each item unless specifically noted or specified. Measurement will be in place for the completed work with no allowances for waste.

1.03 The existing utility information is shown based on the best available information. The CONTRACTOR will be required to locate all utilities in advance of construction to allow the proposed work to be adjusted to avoid conflict with existing utilities. The CONTRACTOR shall notify the ENGINEER of any changes to the proposed grades. Adjustments to the grades shall not exceed 4.5% longitudinal slope and 1.5% cross slope unless otherwise indicated on the plans. No additional compensation will be made to avoid utilities or other conflicts, whether they are shown on the plans or not.

1.04 The following items, though not a comprehensive list, are non-payment items being considered incidental to the project, the costs of which are to be included within other bid items.

- Locating (or pothole) of utilities
- Tack coat
- Roadway sweeping
- All permits – preparation costs and permit fees
- Temporary fencing to protect the work area and plating to protect excavations

- Photographing and videotaping of the project

ITEM NO. 01- MOBILIZATION/DEMOBILIZATION

Construction shall occur in accordance with MAG Standard Specifications, Section 109.10.

Method of Measurement:

Measurement of all Mobilization/demobilization work as described herein and as required for the project will be measured on a lump sum basis.

Basis of Payment:

Payment for all Mobilization/demobilization work will be made at the lump-sum amount indicated on the Schedule of Bid Items.

ITEM NO. 02 - CONSTRUCTION SURVEYING, AS-BUILTS

The CONTRACTOR shall furnish all materials, personnel, and equipment necessary to perform all surveying, staking, laying out of control lines, and verifications of the accuracy of all existing control points which are re-delineated in the Contract Documents. The work shall be done under the direction of a Registered Land Surveyor licensed to practice in the State of Arizona.

Field Books:

The CONTRACTOR shall furnish field books to be used for recording survey data and field notes. These books shall be available for inspection by the TOWN at any time and shall become the property of the TOWN upon completion of the work.

Construction Stakes:

The CONTRACTOR shall set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities, and necessary appurtenances and other work as indicated in the Contract Documents and shall be responsible for their conformance with the plans and specifications.

The stakes shall be established in accordance with the following guidelines, which represent the minimum standard, and the CONTRACTOR shall provide additional stakes and controls necessary to perform the work. The CONTRACTOR shall be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the TOWN, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

Curb and Gutter:

1. Cut/fill stakes for rough grade shall be set at one-hundred (100) foot intervals with cuts to the top of curb.
2. Finish grade stakes shall be set to curb grade at twenty-five (25) foot intervals, at grade brakes, angle points, transitions, returns, driveways, alley entrances, sidewalk ramps, and other curb control points. The stakes shall be tacked for line on a two (2) foot offset to the back of curb.
3. Face of curb forms shall be checked for grade at the flow line prior to placing concrete where longitudinal grades are one-tenth (0.10%) percent or less.

Inspection and Acceptance of Work:

The TOWN reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the TOWN's opinion, the work is not being performed in a manner that will ensure proper control and accuracy of the work, the TOWN will order any or all the staking and layout work redone at no additional cost.

The TOWN of Paradise Valley will provide the CONTRACTOR with a 24" x 36" set of plan sheets for use in preparing the final as-builts. Information shall be shown in red ink, depicting the constructed dimensions, elevations, grades, and materials, including locations of existing underground utilities found during construction.

The TOWN will be the sole judge in determining whether the as-builts are acceptable.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor (RLS). As-built drawings shall be delivered to the TOWN of Paradise Valley contract Administrator within thirty (30) days from the date of final inspection and acceptance by the TOWN of the work completed under this contract. Final payment will be made only after the submitted as-builts are accepted by the TOWN.

Method of Measurement:

Construction surveying will be measured as a single complete item of work as described herein and required to provide all necessary survey stakes and control.

Basis of Payment:

Construction surveying & as-builts will be paid at the lump sum price indicated on the Schedule of Bid Items, which amount shall be considered full compensation for the work as described herein and required to provide all necessary survey stakes and control.

ITEM NO. 03 – QUALITY CONTROL AND MATERIAL TESTING

Quality Control and Materials Testing shall occur in accordance with MAG Standard Specifications and TOWN of Paradise Valley Engineering and Design Standards Manual, where applicable.

Method of Measurement:

Measurement of all Quality Control and Materials Testing work as described herein and as required for the project will be measured on a lump sum basis.

Basis of Payment:

Payment for all Quality Control and Materials Testing work will be paid for at the lump sum amount indicated on the Schedule of Bid Items, which payment will be considered full compensation for the work complete as described herein and on the plans.

ITEM NO. 04 – TRAFFIC CONTROL

Traffic control shall be provided by the CONTRACTOR in accordance with the TOWN of Paradise Valley Engineering Department, the Manual on Uniform Traffic Control Devices, and MAG Section 401, as directed by the TOWN's Engineering Department representative.

No work shall begin prior to the TOWN of Paradise Valley ENGINEER's approval of the proposed Traffic Control Plans.

At the time of the Pre-Construction Meeting, the CONTRACTOR shall designate an American Traffic Safety Services Association (ATSSA) certified individual to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that all traffic (vehicle, bicycle, and pedestrian) is carried through the work area in a safe and effective manner.

The CONTRACTOR shall notify the TOWN seven (7) calendar days in advance of the time work will begin in areas requiring rerouting traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications to traffic routing within an area where work is in progress.

The CONTRACTOR shall ensure that all sidewalks on this project remain in compliance with the Americans with Disabilities Act (ADA) Standards. All open pedestrian walkways, paved or unpaved, shall be maintained and remain safely usable at all times. Measures such as backfilling or ramping to existing sidewalks, or providing alternate sidewalk areas adjacent to them, may be used.

The CONTRACTOR shall notify residents and businesses within the project area. These actions shall occur at least 5 calendar days prior to the start of construction to notify the public of construction-related restrictions. The TOWN reserves the right to change the notification time period required before construction.

Construction signs shall not be displayed to traffic for more than 24 hours prior to the actual start of construction. Signs shall be removed within 24 hours of the completion of construction. Plan preparation, signing, and public notification shall be considered incidental to other items of work, and no specific measurement or payment will be made.

All existing signs in conflict with the construction signs shall be removed, covered with plywood, or relocated.

All Type II Barricades, Type III Barricades, and vertical panels shall be equipped with steady burning lights. All orange construction signs shall use high reflectivity sheeting. All signs to be used on the job during periods of darkness shall be reflectorized.

Flagmen and guards, while on duty, and safety devices shall conform to applicable TOWN and State requirements. It is the CONTRACTOR's responsibility to immediately inform the ENGINEER of hazardous conditions.

Method of Measurement:

Traffic Control will be measured as a lump sum.

Basis of Payment:

Traffic Control will be paid as a lump sum. Partial payments based on the lump sum price will be paid upon complete traffic control documentation submittal to and given approval by the Construction Manager, and there shall be full compensation for the item, completed as defined and described above.

ITEM NO. 05 – STORMWATER POLLUTION PREVENTION PLAN

Stormwater Pollution Prevention shall occur in accordance with MAG Standard Specifications and TOWN of Paradise Valley Engineering and Design Standards Manual, where applicable. The CONTRACTOR is responsible for storm water management and shall follow the Flood Control District of Maricopa County guidelines for Storm Water Pollution Prevention and Best Management Practices as found in the latest revision of Volume 3 of the Drainage Design Manual for Maricopa County, Arizona; "Erosion Control". The CONTRACTOR shall become familiar with Maricopa County requirements prior to construction. The measurement of all Stormwater Pollution Prevention Plan (SWPPP) work will be measured on a lump sum basis. Payment for Stormwater Pollution Prevention Plan (SWPPP) work will be a lump sum, with full compensation for the completed work.

Method of Measurement:

Measurement of all Quality Control and Materials Testing work as described herein and as required for the project will be measured on a lump sum basis.

Basis of Payment:

Payment for all Stormwater Pollution Prevention work will be made in a lump sum equal to the amount indicated on the Schedule of Bid Items, for which payment will constitute full compensation for the work completed as described herein and on the plans.

**ITEM NO. 06 – DIVERSION OF SEWAGE FLOW AND DEWATERING
PART 1 – GENERAL**

This section describes the requirements for temporary bypassing and dewatering of sewer pipes and structures during rehabilitation and installation. Temporary diversion of sewage flows is a key aspect of this project and includes maintaining service to customer connections and/or making alternative arrangements for customers.

The CONTRACTOR is made aware that sewer pipe and structure rehabilitation may occur during the monsoon months, including severe thunderstorms and possible flash flooding. Adverse weather conditions may impact the capacity of the bypassing system. The CONTRACTOR shall be prepared for these weather conditions and alter procedures accordingly.

Experience:

CONTRACTOR shall utilize staff and/or a SUBCONTRACTOR that has been directly responsible for completion of a pipe rehabilitation project that required the bypass pumping of sewage flows.

Quality Assurance:

The CONTRACTOR is solely responsible for maintaining the quality assurance of his work during the length of the project. The CONTRACTOR is responsible for any costs associated with corrective measures required to replace or repair items not meeting the quality standards specified by the TOWN.

Bypass Design:

The actual design of the bypass arrangement shall be prepared by the CONTRACTOR and shall be submitted to the ENGINEER to determine conformance to project objectives. The means and methods for accomplishing the bypass shall be the responsibility of the CONTRACTOR.

Testing:

The CONTRACTOR shall have the entire bypassing system in place and successfully pressure-tested at 1.5 times the system's maximum operating pressure before bypassing any sewage.

Submittals:

At the Preconstruction Conference, the CONTRACTOR shall submit drawings and complete design data showing the methods and equipment he proposes to utilize in sewer bypassing for approval by the ENGINEER.

Method of Measurement:

Measurement of Diversion of Sewage Flow and Dewatering shall be on a lump sum basis. Intermediate payments shall be made by the ENGINEER on a percentage-of-completion basis. The CONTRACTOR shall be responsible for any additional costs resulting from an underestimate of the means required to divert sewage flows during the construction period.

Basis of Payment:

Payment for Diversion of Sewage Flow and Dewatering shall be made on a lump sum basis, according to the price bid. Intermediate payments for this work shall be made on a percentage-of-work-completed basis. Full compensation shall include all labor, materials, equipment, and monitoring required to temporarily bypass wastewater flows around the rehabilitation and/or replacement work and/or dewater pipelines in preparation for cleaning and rehabilitation or replacement. This includes standby pumps and piping, installation, maintenance, and removal of bypass pumps and bypass pipes, noise suppression, odor control, plugging of sewers, vactoring, excavation and backfill of required trenches, steel plating, sawcutting, removal and replacement of asphalt and concrete pavement, curb, gutter, and sidewalk repair, construction of suction and discharge structures to facilitate bypass pumping, landscape restoration, and all other incidentals necessary to complete the work in conformance with the plans and specifications.

PART 2 – PRODUCTS

Materials:

- A. CONTRACTOR shall provide temporary pumps, conduits, and other equipment to bypass sewer flow around the CONTRACTOR's work area as required. CONTRACTOR shall furnish all necessary labor and supervision to set up and operate the pumping and bypass system. Critical grade sound attenuated pumps shall be provided for the bypass pumping as required unless otherwise approved – see Section 3.6 Noise Control. Sound measurements shall be made in accordance with American National Standard S.13-1971. Pumps and bypass lines shall be of adequate capacity and size to handle the required capacity. The bypass system shall be designed to normally maintain the wastewater flow below the top of the pipe without surcharging.
- B. The CONTRACTOR shall maintain on-site sufficient equipment and materials to ensure continuous and successful operation of the bypass and dewatering systems. The standby pumps shall be installed and fully operational at all times, including all pumps, equipment, and piping in place. Standby pumps shall be fueled and operational at all times. The CONTRACTOR shall maintain on-site a sufficient number of valves, tees, elbows, connections, tools,

sewer plugs, piping, and other parts of system hardware to ensure immediate repair or modification of any part of the system as necessary. Piping shall be leak-free.

- C. For bypassing systems with a required capacity equal to or less than 2 MGD and piping lengths greater than 1,000 feet, and for systems with required capacity greater than 2 MGD, the CONTRACTOR shall provide multiple bypass lines to convey 150% of the maximum anticipated flow (as determined by the CONTRACTOR). Redundant lines should be fully connected in the bypass system to allow the system to be switched over quickly in the event of a leak. In all cases, redundant standby pump(s) shall be on site and operational at all times in case of primary pump failure.
- D. All pumps, generators, and other equipment shall be placed in a spill containment impound or on a new plastic tarp to provide containment and protect against sewage spills, or the spill of gasoline, oil, and hydraulic fluid.

PART 3 – EXECUTION

The CONTRACTOR shall notify the ENGINEER/TOWN a minimum of 48 hours prior to shutting down of a pipeline and start of bypassing.

Service Lines:

The CONTRACTOR shall make every effort to ensure that sewer service to customers is maintained during the course of the work. When disruptions are necessary, service to laterals shall be disrupted for a period of no more than eight hours. Laterals within residential areas shall only be disrupted during the period of 8:00 a.m. to 5:00 p.m. Monday through Friday. Laterals within business areas shall be addressed on a case-by-case basis. The CONTRACTOR shall provide a public information representative when he visits customers to discuss bypass pumping of services or to make alternative arrangements for service outages. No matter what arrangement is made, the CONTRACTOR must cooperate with the ENGINEER/TOWN to provide TOWN documentation that all affected users have been contacted and that arrangements have been made for any disruption or alternate accommodation. This documentation must be submitted prior to the start of work on the affected section of the sewer line.

Public Notifications:

The CONTRACTOR shall notify the ENGINEER and the TOWN of any planned service interruptions at least two weeks prior to the event. The CONTRACTOR shall retain the services of a local Public Involvement firm to provide public notification of the work. At a minimum, the first notification shall be 5 days before the interruption of service. Much greater advance notice may be required if the CONTRACTOR proposes an alternative to pumping the customer's service. The second notification shall be 24 hours prior to the interruption of service. Notifications shall be made door-to-door with printed handouts or door hangers. The information provided shall include, at a minimum, the reason for the interruption, the time period of the interruption, and a local 24-hour telephone hotline number for project information. **ALL INFORMATION ON THE PRINTED HANDOUTS AND/OR DOOR HANGERS SHALL BE APPROVED BY THE TOWN PRIOR TO DISTRIBUTION.**

Monitoring:

The bypassing system shall not be shut down between shifts, on holidays or weekends, or during work stoppages without written permission from the TOWN. The bypass system will have an attendant on duty around the clock whose only duty is to maintain the bypass pumping system until bypassing that specific pipeline is no longer required.

The CONTRACTOR shall inspect the entire bypass pumping system for leaks or spills on an hourly basis. The CONTRACTOR shall also create an inspection log and enter the inspection time, the condition of the piping, and the inspector's name into the log for review by the ENGINEER and the TOWN.

Public Access and Private Property:

The CONTRACTOR shall maintain public and private access along project routes. Bypass lines shall be protected from damage due to traffic and shall not impede pedestrian or vehicular traffic routes unless otherwise allowed by approved traffic control plans. Bypass lines shall be buried at street crossings and business entrances unless otherwise approved by the TOWN. Temporary steel plating with milled edges may be used with approval for buried lines. Ramps protecting

bypass lines shall be the minimum level of protection at access points to private residences, unless otherwise approved by the TOWN.

CONTRACTOR shall maintain pedestrian traffic and comply with ADA regulations for access to all residential and commercial property, unless written approval from the property OWNER is obtained allowing reduced access.

Discharge:

In areas where flows are bypassed, all bypass flows shall be discharged as approved by the TOWN. Bypass discharge velocities shall not exceed 10 feet per second. The CONTRACTOR shall employ mitigation measures to protect the discharge structure from potential damage caused by discharge flows. Mitigation measures may include extending the discharge piping deeper into the discharge structure or configuring it to direct flows into the downstream pipe.

No bypassing to the ground surface, receiving waters, storm drains, or bypassing that results in soil or groundwater contamination or any potential health hazards shall be permitted. In addition, no backups and overflows onto private property shall be permitted.

Noise Control:

The CONTRACTOR shall perform all work in compliance with OSHA standards, and in no case will noise levels be permitted that would interfere with the work of the TOWN or others. Noise levels shall be in accordance with the TOWN of Paradise Valley noise ordinance.

The CONTRACTOR shall utilize sound-attenuated bypass pumps with a maximum decibel rating of 70 decibels at 50 feet. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of the type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the previously mentioned muffler.

Noisy portable equipment, such as generators or compressors, shall be located as far away from sensitive noise receptor areas as practicable. (Sensitive noise receptors are defined as occupied buildings with windows or doors facing the site.) Noise barriers shall be constructed around noisy stationary construction equipment, such as compressors or generators, that have to be utilized at locations near (within 100 feet of) sensitive noise receptors as defined above. Idling equipment not actively utilized for extended periods of time shall be shut off.

Damages:

The CONTRACTOR shall repair, without cost to the TOWN, any damage that may result from his negligence, inadequate or improper installation, maintenance, and operation of the bypassing system, including mechanical or electrical failures.

Odor Control:

The CONTRACTOR shall employ methods and procedures that mitigate the generation and discharge of objectionable odors to the surface environment at all times.

If odor complaints arise, the CONTRACTOR shall add ferric chloride to the wastewater flow upstream of bypass pumping operations to reduce odor. The CONTRACTOR shall make their own determination of the flow characteristic for the required dosing.

The CONTRACTOR shall add ferric chloride from a location upstream that provides 10 to 15 minutes of reaction time before the flow enters the work area. The chemical dosing shall reduce odors generated from the wastewater stream to a level acceptable to the TOWN. If this is not accomplished solely by adding ferric chloride, additional controls may be required. If odors remain unacceptable after adding ferric chloride, the CONTRACTOR may also add hydrogen peroxide. The CONTRACTOR shall add hydrogen peroxide downstream to the flow that has been dosed with ferric chloride. The Hydrogen peroxide shall be added to allow a 5-minute reaction time before flow enters the work area. Any dosage combination of the two chemicals may be used to ensure continuous odor control acceptable to the TOWN.

Sanitary Sewer Overflows:

The CONTRACTOR shall take all necessary precautions to prevent backups and overflows on private property caused by blocked laterals during all sewer rehabilitation work. Special arrangements or supplemental bypasses may be required for some property OWNERS.

CONTRACTOR is responsible for immediate and proper cleanup should any spill occur, regardless of the amount.

Termination of Bypass:

Bypass operations shall not be terminated until approvals are obtained from the ENGINEER for:

1. Pipe Rehabilitation
2. Manhole and/or Structure Rehabilitation

ITEM NO. 07 – REHABILITATION OF EXISTING 8-INCH SEWER USING CURED-IN-PLACE PIPE PART 1 - GENERAL

This Technical Specification section specifies the Cured-In-Place Pipe (CIPP) rehabilitation lining of sanitary sewer pipes, sets acceptable material and experience parameters, defines minimum performance requirements for the finished, installed product, and details testing requirements for the completed product.

The CONTRACTOR shall provide and install a resin-impregnated needled polyester felt non-woven material tube with a plastic-coated wearing surface in all sewers identified for CIPP lining in accordance with American Society for Testing and Materials (ASTM) F1216 for the inversion installation method or ASTM F1743 for the pulled-in-place installation method. The resin is cured by exposure to water. When cured, the CIPP lining shall be continuous and tight-fitting.

The CONTRACTOR is made aware that the lining of the sewers may occur during the summer months with temperatures exceeding 115 degrees F. Severe thunderstorms can also occur, potentially increasing sewer flow rates. The CONTRACTOR shall be prepared for these conditions and alter his installation procedures and/or bypass pumping capabilities accordingly.

CONTRACTOR shall review the weather forecast prior to commencement of liner installation. When the anticipated weather conditions are such that the resulting sewer flow may impact the capacity of the bypass pumping system or otherwise adversely affect the liner installation, then the TOWN's Representative shall, in writing, notify of any work delays associated with adverse weather conditions.

For general sanitary sewer line construction items, the CONTRACTOR shall refer to ***MAG Standard Specification Section 615: Sanitary Sewer Line Construction.***

Qualifications:

The CONTRACTOR shall provide to the satisfaction of the TOWN, written documentation from the CIPP lining manufacturer that the CONTRACTOR's personnel have been adequately instructed and trained in the installation procedures of the CIPP liner process proposed. Such written documentation shall describe the manufacturer's procedures for the installers, safety instructions, training program, identification, and protocol of a course of action(s) in the event installation deviates from recommended procedures and, if applicable, licensing policies.

The CONTRACTOR or its CIPP liner subconsultant shall have successfully managed, in addition to an experienced onsite superintendent possessing a minimum of 5,000 linear feet of CIPP liner installation experience on projects utilizing similar materials, installation techniques, and CIPP liner diameter like those proposed on this Project, within the previous three (3) years of the bid date of this project

References:

This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
AASHTO Loading	American Association of State Highway and Transportation Officials – Anticipated external load to be placed on the pipe.
ASTM F412	Definitions of Terms Relating to Plastic Piping Systems.
ASTM F1216	Standard practice for rehabilitation of existing pipelines and conduits by the inversion and curing of resin-impregnated tube.
ASTM F1743	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).
ASTM F2019	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-in-Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP).
ASTM C581	Standard Practice for Determining Chemical Resistance of thermosetting resins used in glass fiber reinforced structures, intended for liquid service.
ASTM D543	Test Method for resistance of plastics to chemical reagents.
ASTM D638	Standard Test Method for Tensile Properties of Plastics.
ASTM D790	Test Method(s) for flexural properties of unreinforced and reinforced plastics and electrical insulating materials.
ASTM D883	Definitions and Terms Relating to Plastics.
ASTM D1600	Abbreviations, Acronyms, and Codes for Terms Relating to Plastics.
ASTM D2990	Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
ASTM D1682	Test Method for Breaking Load and Elongation of Textile Fabrics.
ASTM D5813	Specification for Cured-in-Place Thermosetting Resin Sewer Pipe APS Star Water tightness standard for cured-in-place thermo-setting resin pipe Porosi protocol.
ASTM D3039/D3039M	Test Method for Tensile Properties of Polymer Matrix Composite Material.
ASTM D3567	Practice for Determining Dimensions of Reinforced Thermosetting Resin (RTRP) and Fittings.

Submittals:

The following submittals shall be provided:

1. Certification showing the CONTRACTOR is currently licensed by the appropriate licensor to perform CIPP installation and curing. Certification shall be given to the ENGINEER before any materials are delivered to the job site.
2. A certified affidavit signed by an officer of the installation company, shall be provided stating that the on-site superintendent has received proper training in the manufacturer's recommendations for CIPP liner installation methods and procedures.
3. The type of tube material, resin and catalyst/hardener to be used. Certification stating CIPP tube has been manufactured in accordance with ASTM F1216, ASTM F1743, as applicable, and resin is, suitable for its intended use.
4. Prior to insertion, the CONTRACTOR shall provide data on the maximum allowable stresses, maximum pulling force (if pull-in-place method is used), and maximum elongation of the tube.
5. Shop drawings which detail short- and long-term properties (providing all supporting test data) of all component materials and construction and recommendations for material storage and temperature control, CIPP liner handling, insertion, curing, trimming, and finishing.
6. Materials, methods, and equipment to be used for end seals at manholes and structures.
7. Structural design calculations for each CIPP liner segment (manhole to manhole) for fully deteriorated pipe condition to include size, the recommended thicknesses, field measurements, and assumptions used as the basis for calculations which demonstrate that the liner has been properly sized to avoid the creation of wrinkles or folds. All calculations shall be signed and sealed by a Registered Civil ENGINEER in the state of Arizona and submitted in duplicate to the ENGINEER at least 10 working days prior to the start of work.
8. 10,000-hour third party, 50-year Flexural Creep Modulus test data. Test shall be in accordance with ASTM D-2990 at 10,000 hours. If approved 10,000-hour tests are not available, CONTRACTOR shall use a minimum 50% reduction (50% retention) of Flexural Modulus of Elasticity (per ASTM F-1216) for all formula calculations.
9. Liner manufacturer's recommended installation procedures per ASTM F1216 or ASTM F1743, recommendations for material storage, temperature and sunlight control, CIPP liner handling, insertion, curing, trimming and finishing.
10. Detailed method for addressing CIPP sampling requirements including location and size of each sample, method of removal, method of liner repair.
11. CCTV Inspection reports.
12. The CONTRACTOR shall provide a delivery manifest for each liner with the following information:
13. The inversion location where the liner will be installed.
14. Provide the manhole numbers for each end of the inversion.
15. If the CONTRACTOR has assigned an inversion number provide that number as well.
16. Liner diameter, length, and thickness.
17. CIPP manufacturer's recommended installation procedures, including resin manufacturer's curing requirements.
18. Manhole connection details.
19. Third party laboratory test results of required testing.
20. Material safety data sheets for all hazardous chemicals used or expected to be on-site. At a minimum, sheets for the resin, catalyst, cleaners, and repair agents should be submitted.
21. Written warranties as required herein.
22. Bypass plan and specific requirements.
23. Final report following installation that includes at a minimum, all project documentation, materials used, testing results, and CCTV inspection reports.

Quality Insurance – CIPP Liner Samples and Testing:

1. The CONTRACTOR shall prepare samples of the installed CIPP liner for subsequent testing of its physical properties. Samples shall be prepared and tested using the flat plate sampling method in accordance with the procedures in Section 8.1 of ASTM F1216 or ASTM F1743, as is applicable. The sample will be constructed on the same materials (tube and resin/catalyst) as is used for that given liner installation. The flat plate sample shall be large enough to provide five sample specimens for each Short Term Flexural (Bending) properties as per ASTM D790 and ASTM D638 respectively. The sample will be clamped in a mold and placed in the downtube during the curing period of the CIPP tube. The samples shall be removed after all the water is removed from the cured pipe tube.
2. Samples shall be sent to an independent laboratory within three (3) days of collection for quality control testing. Results of laboratory testing shall be submitted directly to the TOWN's Representative within three (3) working days of receipt by the CONTRACTOR.
3. The CONTRACTOR shall individually label the samples with permanent ink with the following information:
 - A. Date and time the sample was removed and bagged
 - B. Sample location
 - C. Liner length, diameter and thickness
 - D. Resin
 - E. Catalyst or hardener
 - F. Installation method (inversion or pull-in)
 - G. Curing process (hot water or steam)
4. The CONTRACTOR shall prepare a chain of custody forms for the CIPP samples and submit to the ENGINEER with the following documentation:
 - A. Project name
 - B. Project number
 - C. CONTRACTOR name and person responsible for collecting samples
 - D. Sample number (use manhole number or location where the sample was cured)
 - E. Date and time the sample was removed and bagged
 - F. Location of curing (downtube, silencer, outlet chamber, etc.)
 - G. Type of restraint used. The signed chain of custody forms shall be presented to the ENGINEER, who will independently verify that the sample is the correct sample and has been properly bagged and labeled for shipment. The ENGINEER will sign the chain of custody form and sample so attesting. A copy of the delivery manifest and chain of custody form will be given to the ENGINEER after all signatures are affixed, and the sample is ready for shipment.
5. The cured sample shall be tested by an independent third-party testing laboratory, as recommended by the CIPP liner manufacturer and approved by the ENGINEER, for the following properties:
 - A. The flexural (bending) properties of the cured resin shall have minimum initial test values as given in Table 1 of ASTM F1216, or ASTM F1743.
 - B. 50-year Flexural Creep Modulus in accordance with ASTM D2990 at 10,000 hours or equal test as approved by the ENGINEER. If approved 10,000-hour tests are not available, CONTRACTOR shall use a minimum 50% reduction (50% retention) of Flexural Modulus of Elasticity (per ASTM F1216 or ASTM F1743) for all formula calculations.
 - C. Long term properties in accordance with ASTM D2990.
 - D. The CONTRACTOR shall be responsible for all costs associated with the testing of the liner physical properties of the linear.

6. Final payment to CONTRACTOR will not be made until test results are received. The CONTRACTOR shall be responsible for any deviation from the specified physical properties and those evaluated through testing. Failure to meet the specified physical properties will result in the CIPP liner being considered defective work which will be handled in accordance with MAG Section 106.
7. The above-stated sampling shall be performed for each truckload of shipped CIPP. For example: one flat plate sample from each CIPP delivery.
8. The wall thickness of the felt tube shall be ordered to the next standard 1.5 mm incremental thickness above the minimum calculated design thickness. Unless otherwise specified to provide for excess resin migration, the gap thickness of the wetting-out equipment shall be sized to allow an excess of 5 to 10 percent resin to pass during impregnation. The minimum wall thickness shall be determined at a minimum of three locations on a cut section of the CIPP flat plate sample using a method of measurement accurate to the nearest 0.005 inch. The minimum value shall meet the requirements of ITEM REHABILITATE EXISTING 6" SEWER USING CURED-IN-PLACE PIPE.

Inspection:

The ENGINEER shall inspect the CIPP after installation, which shall include end seals at manholes. The inspection will be performed and recorded using CCTV equipment. If visible defects are observed in the CIPP liner, it will result in the CIPP liner being considered defective work which will be handled in accordance with MAG Section 106.

CIPP Liner Handling:

The CONTRACTOR shall be responsible for the delivery, storage, handling, and installation of all materials for CIPP in accordance with the written manufacturer's requirements and recommendations.

CONTRACTOR shall exercise adequate care during transportation, handling, and installation to ensure the CIPP material is not torn, cut, exposed to direct sunlight, or otherwise damaged. If any part or parts of the CIPP materials becomes torn, cut, or otherwise damaged before or during insertion, it shall be repaired or replaced in accordance with the manufacturer's recommendations and approval by the ENGINEER before proceeding further, and at the CONTRACTOR'S expense.

Warranty:

The CONTRACTOR shall warrant the completed work against defects in workmanship and material for a period of one year from the date of final acceptance. The ENGINEER, while not acting as quality control agent for the CONTRACTOR, shall be allowed to view and document any portion of this contract, including but not limited to, verifying the type and quantities of resin used at any point during this work.

Testing for chemical resistance shall be performed on a previously prepared sample of the finished product, proposed for this project. A certified affidavit, signed by an officer of the company, shall be provided stating that the resin the tests apply to and the resin submitted for this project are the same.

Finished and cured CIPP liner properties specified in **Part 2** shall be tested as specified. Previous test data will not be acceptable.

Method of Measurement:

Measurement for CIPP lining of existing sewers shall be per linear foot along the longitudinal axis of the pipe and shall extend from the center of the upstream manhole to the center of the downstream manhole

Basis of Payment:

Payment for CIPP lining of existing sewers shall be per linear foot of CIPP installed at the appropriate diameter as called for on the plans. Full compensation shall include all work associated with preparation and installation of fully deteriorated cured-in-place pipe (CIPP) liner as indicated in the Design Drawings and as described in these Technical Specifications.

This includes field measurement of existing interior pipe diameter prior to ordering materials; cleaning and preparation of existing sewer pipe; pre- and post-construction CCTV inspection; removal of detached liner and weld strips; removal

of obstructions such as service taps or gaskets; repair of offset joints; wetting out and installation of the CIPP liner; curing; reconnection of services; end seals; third-party testing; disposal of curing water; and all necessary safety and support systems required to perform the work in accordance with the plans and specifications.

PART 2 - PRODUCTS

- A. All materials and installation procedures provided by the CONTRACTOR for use in the CIPP installation process shall be equal to or exceed the requirements of Section 5 of ASTM F1216 or Section 5 of ASTM F1743, as is applicable.
- B. CONTRACTOR shall be responsible for controlling all material and process variables to provide a finished CIPP possessing the minimum properties specified in ASTM F1216 or ASTM F1743as is applicable and supplemented herein.

CIPP TUBE:

FABRIC TUBING:

FELT: The Felt tube shall consist of one or more layers of absorbent, flexible felt fabric. The layers may be woven or non-woven materials or combination thereof, capable of carrying resin, withstand installation pressures, sufficient strength to bridge missing pipe, and hold up under curing temperatures. The seams of the tube must be leak free and stronger than the non-seamed felt.

CHEMICAL RESISTANCE: The chemical resistance tests should be completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F. During this period, the CIPP test specimens should lose no more than 20 percent of their initial flexural strength and flexural modulus when tested in accordance with Section 8 of ASTM F1216 or ASTM F1743, whichever is applicable, when subjected to the following solutions:

Chemical Solution	FELT TUBE Concentration [percent]
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphoric Acid	5
Sulfuric Acid	10
Gasoline	10
Vegetable Oil	100
Detergent	100
Soap	0.1
	0.1

The CONTRACTOR shall be responsible for all costs associated with the chemical resistance tests.

Proof of meeting these requirements shall be provided to the ENGINEER for approval at least seven (7) days prior to commencement of work.

PHYSICAL APPEARANCE: The tube shall be free from defects, such as tears, holes, cuts, foreign materials, blisters, cracks, and other surface defects. The tube shall be homogenous across the entire wall thickness. No dry or unsaturated layers shall be evident.

Wrinkles in the finished liner pipe which cause a backwater of one (1) inch or more or reduce the hydraulic capacity of the pipe (wrinkles which exceed 5 percent of the pipe diameter) are unacceptable and shall be removed or repaired by the CONTRACTOR at no additional cost to the TOWN. Wrinkles in the finished liner pipe that reduce the structural stability of the pipe are unacceptable. If a void between the wrinkle and the pipe exists, the CONTRACTOR shall repair or replace that section of the pipe at no additional cost to the TOWN. Methods of repair shall be proposed by the CONTRACTOR and submitted to the TOWN's Representative for review.

Separations of liner seams in the finished liner pipe are unacceptable and shall be removed or repaired by the CONTRACTOR at no additional cost to the TOWN. If a separation of a liner seam exists, the CONTRACTOR shall repair or replace that section of the pipe at no additional cost to the TOWN. Methods of repair shall be proposed by the CONTRACTOR and submitted to the TOWN's representative for approval.

RESINS: Resins shall be tinted for visibility and provide positive indication of adequate liner wet-out. Resins should be appropriate for conditions encountered in a sanitary sewer environment. Resins should withstand the corrosive effect of residential, commercial, and industrial effluents, liquids, and/or gases common to sewers. Resins should be resistant to abrasion caused by solids, grit, aggregate, and/or sand.

TYPES OF RESIN:

INVERSION METHOD: A general purpose, unsaturated, styrene-based thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process,

PULL-IN-PLACE METHOD: An isophthalic based polyester, or vinyl ester thermoset resin and catalyst or an epoxy resin and hardener that is compatible with pull-in-place installation.

STRUCTURAL PROPERTIES: The structural properties of the cured resin shall have minimum initial test values as given in Table 1 of ASTM F1216 or ASTM F1743, whichever is applicable, (and supplemented below in the table below). Properties for these or any other enhanced resins shall be substantiated with test data.

Test Property	Test Method	FELT TUBE Minimum Value [psi]
Flexural strength	ASTM D790	4,500
Flexural modulus	ASTM D790	300,000
50-year flexural creep modulus	ASTM D2990	150,000

DIMENSIONS:

- A. **LENGTH:** CONTRACTOR shall make allowances in determining the tube length for stretch during installation and shrinkage during curing. The minimum length shall be that which continuously spans the distance from the center of the inlet manhole to the center of the outlet manhole. The CONTRACTOR shall verify the lengths in the field before the tube is cut and impregnated. Individual installation runs may include one or more manhole- to-manhole sections as approved by the ENGINEER and will only be allowed when no more than 20 lateral services are interrupted at one time. Installation of the liner shall be through existing or new manholes. Excavation for liner insertion shall not be permitted except to replace the manhole cones, if necessary and/or required. The maximum inversion installation shall be 660 linear feet without prior approval from the ENGINEER.
- B. **DIAMETER:** CONTRACTOR shall make allowances in determining the tube circumference for stretch during installation and shrinkage during curing. The tube shall be sized such that when installed it will tightly fit the internal circumference of the original pipe. The diameter of the existing pipes may be larger than the nominal inside diameter. It is the CONTRACTOR's responsibility to determine the required diameter of the liner prior to ordering materials.
- C. **THICKNESS:** The nominal wall thickness shall be at least the calculated design thickness, or the minimum specified, and may be up to 15 percent greater except where felt layers overlap, in which case it may be in excess of this value. The wall thickness of the felt tube shall be ordered to the next standard 1.5 mm incremental thickness above the minimum calculated design thickness. Unless otherwise specified to provide for excess resin migration, the gap thickness of the wetting-out equipment shall be sized to allow an excess of 5 to 10 percent resin to pass during impregnation.

MANUFACTURER:

CIPP LINER COMPOSITION:

FELT LINER: The felt tube shall have an inner film and outer film to prevent resin migration and contamination. The inner film and outer film must both be styrene gas barriers.

MANUFACTURERS: All impregnation or "wet-out" of the tube must be done at an EPA-regulated, quality-controlled facility. Approved CIPP liner manufacturers are Insituform Technologies, Inliner Technologies, Spiniello Companies, Applied Felts, Inc., or equal.

DESIGN CRITERIA: The liner shall be designed for a "fully deteriorated" pipe condition in accordance with the procedures of ASTM F1216, Appendix XI and these special provisions. All material properties used in design calculations shall be long-term (time-corrected) values. The CONTRACTOR shall be familiar with the existing site conditions when preparing the liner design.

CONTRACTOR shall prepare design calculations for approval prior to performing the lining work. The submitted design calculations shall provide the following information as a minimum:

1. Project Number
2. Manhole to Manhole designation QS-XX-MHXX to QS-XX-MHXX
3. Pipe Nominal Diameter (inches)
4. Minimum Liner thickness (inches)
5. Proposed Liner Thickness (inches)

The CONTRACTOR shall note that the actual level of deterioration may vary within any given section of sewer.

The following parameters shall be assumed for the liner design:

1. Fully deteriorated host pipe
 2. Safety factor of 2.0
 3. Modulus of soil reaction, E'S = 1,500 psi (fully deteriorated)
 4. Unit weight of soil = 140 pcf
 5. The minimum ovality for straight runs shall be 5.0 percent
 6. AASHTO H20 traffic loads
 7. AREMA E-80 railroad loads
 8. Head of groundwater of 5 feet above top of pipe
 9. Minimum 50-year service life
- A. External Buckling Design: Where the CIPP is designed as a stand-alone pipe in a fully deteriorated condition, acceptable third-party testing and verification of design analysis techniques (ASTM F 1216, Section XI.2.2) shall be submitted by each manufacturer and/or CIPP product. This testing requirement can be accomplished with soil box testing.

CIPP TERMINATION POINTS: The CONTRACTOR shall provide shop drawings for approval detailing the proposed CIPP liner terminations. The CONTRACTOR shall provide hydrophilic end seals at all CIPP liner terminations. If the CIPP fails to make a tight seal at the manhole walls, a seal consisting of a resin mixture compatible with the liner/resin system shall be applied in accordance with manufacturer specifications and approved by the TOWN's Representative.

PART 3 - EXECUTION

Preparatory Procedures:

Traffic Control:

Traffic control devices and plans as identified in these specifications.

Sewer Cleaning:

Prior to CIPP tube installation, the CONTRACTOR shall clean the existing sewer. The CONTRACTOR shall clear the existing sewer of obstructions such as solids or collapsed pipe that will prevent or hinder CIPP liner installation.

Odor Control:

Sewer Bypassing and Dewatering:

At the project site prior to bypassing sewage flow, the CONTRACTOR shall provide odor control measures, see ITEM NO. 06 - DIVERSION OF SEWAGE FLOW AND DEWATERING.

The CONTRACTOR shall be responsible for bypassing flow around his work and dewatering of sewer lines in accordance with the requirements of ITEM NO. 06 - DIVERSION OF SEWAGE FLOW AND DEWATERING.

CCTV Inspection:

Experienced personnel training in locating breaks, obstacles, and service connections by visual inspection shall perform inspection of the sewer main. The interior of the sewer shall be carefully inspected to determine the location of conditions which may prevent proper installation of CIPP. The CONTRACTOR shall furnish television inspection data to the ENGINEER.

Removal of Detached PVC Liner and Weld Strips:

The CONTRACTOR shall enter the existing sewer pipe and remove any significant detached PVC liner and PVC weld strips and bulges in the concrete pipe at the locations shown on the plans. This work shall be completed prior to insertion of the CIPP liner. The pipe shall be inspected using CCTV after the detached and damaged PVC liner and weld strips have been removed to verify they are sufficiently removed so as not to cause a bulge in the new CIPP liner.

Method of Measurement:

The existing sewer lines may be larger than their nominal size due to corrosion of the pipe. It is the CONTRACTOR's responsibility to measure the actual inside diameter at different locations of the sewer to determine the appropriate size of CIPP liner to use.

Installation Procedures:

All procedures performed by the CONTRACTOR in the CIPP installation shall be equal to or exceed the requirements of Section 7 of ASTM F1216 or Section 7 in ASTM F1743, as is applicable.

The CONTRACTOR shall designate the location where the CIPP felt tube would be impregnated with resin ("wet-out"). Locations shall be subject to approval by the ENGINEER and applicable local agencies. The CONTRACTOR shall allow the ENGINEER to inspect the materials and "wet-out" procedure.

If the "wet-out" location is not at the project site, the impregnated CIPP tube shall be transported to site under controlled environmental conditions. Transport vehicles shall include a tamper-resistant, sealed temperature-recording device which records the temperature of the liner at all times after leaving the wet-out site. The CONTRACTOR shall decide when to transport the impregnated CIPP tube to site and when to commence insertion with respect to weather conditions.

CONTRACTOR is responsible for obtaining construction/fire hydrant meters and for paying all applicable deposit fees and water usage fees.

The CONTRACTOR shall ensure that the pressure inside of the CIPP tube exceeds the pressure exerted on the pipe by groundwater.

The exterior of the manufactured tube shall be marked along its length at regular intervals not to exceed five (5) feet. These marks shall be used as a gauge to measure elongation during insertion. Should the overall elongation of a reach exceed five percent (5%) of the overall length for fabric tube, the liner tube shall be rejected and replaced.

Installation Process:

CIPP installations will not be undertaken in weather conditions that could jeopardize the installation of the CIPP or be detrimental to the long-term performance of the CIPP. All equipment, labor, and materials required to complete the work must be ready on-site before installation begins. The CIPP liner will be installed by the inversion tube method or the pull/winch method.

- A. **INVERSION METHOD:** The tube shall be impregnated with a liquid thermosetting resin and lowered into the manhole through an inversion tube. The inversion tube will then be filled with water or air where the weight of the water or air pressure will push the tube through the damaged pipe inside out, while pressing the resin impregnated side firmly against the inside walls of the damaged pipe. The smooth coated side of the liner shall become the new interior surface of the pipe.
- B. **PULL/WINCHING METHOD:** The bottom half of the sewer pipe throughout the section to be lined shall be covered with a polyethylene foil or other suitable material to facilitate threading of the liner and reduce the risk of damage to the liner material. The tube liner shall be formed with a polyurethane coating on its interior surface. Rollers shall be installed in the upstream and downstream manholes to guide the liner into and out of the host pipe and to guard against chafing of the crowns at the entry and exit from the winch cable. The resin impregnated tube liner shall be lowered into the manhole. The tube shall then be pulled into position within the existing pipe with the aid of a power winch that is equipped with a device to monitor the force and prevent excessive tension. Should the pulling force exceed the manufacturer's recommendations, the tube shall be rejected and replaced. In addition, the tube liner

shall use a sliding foil on the bottom one-third of the existing conduit during winching.

- C. The CONTRACTOR shall cap each end of the liner and use liner restraints in the manholes. The CONTRACTOR shall introduce water or air into the liner to inflate the liner until it has a tight fit against the inner walls of the host pipe producing dimples at lateral and side connections and flared ends at manholes. All hoses/pipes used for introducing water or air shall be ramped during the installation and curing process to allow for the ease of vehicular and pedestrian traffic. All hoses/pipes shall be color-coded for identification to prevent the use of hoses/pipes used for water conveyance are not used for wastewater conveyance or vice versa.

Curing:

The curing process shall follow a step cure or similar approach recommended by the manufacturer and approved by the ENGINEER and shall be held at the top step for an adequate length of time as determined by the liner manufacturer to ensure that the design physical properties are attained.

Hot Water Curing:

- A. CONTRACTOR shall use a flexible and impermeable calibration hose to inflate the tube. The calibration hose may or may not remain in the complete installation. Any dry tube or inflation hose material that enters the existing pipe that has not been previously vacuum impregnated with resin under controlled conditions cannot be included in the structural wall of the CIPP. The nominal thickness of this material shall be deducted from the field sample thickness measured in order to verify that the minimum specified wall thickness is achieved. Hose material remaining in the installation shall be compatible with the resin system used, shall bond permanently with the tube, and shall be translucent to facilitate post installation inspection. Hose materials which are to be removed after curing, shall be of non-bondable material. After the tube is inserted through the pipe section, the CONTRACTOR shall heat the water by circulating it through a boiler, where the hot water will cause the resin to cure.
- B. The CONTRACTOR shall monitor the temperature of the tube liner during curing by remote temperature sensors placed at the interface of the existing pipe and the CIPP. A minimum of two temperature sensors shall be installed, one at either end of the length being lined. The curing process shall not be terminated until the temperature sensor readings indicate that a satisfactory cure has been completed. Any extended cure times shall not adversely affect the properties of the CIPP lining material.
- C. Circulation water shall cool down to at least 100 degrees F for 1 hour before releasing the hydrostatic head.
- D. The rate of temperature rise and fall during heating and cooling shall not exceed 2 degrees F per minute.
- E. The water shall be evacuated from the pipe at a controlled rate to prevent negative pressure in the pipe. The water shall not be released until the water is at an ambient air temperature.

Steam Curing:

- A. Steam source and air compressors are used to circulate the steam/air mixture through the pipe at a temperature recommended by the manufacturer causing the resin to harden.
- B. The CONTRACTOR shall monitor the temperature of the tube liner during curing by remote temperature sensors placed at the interface of the existing pipe and the CIPP. A minimum of two temperature sensors shall be installed, one at either end of the length being lined. The curing process shall not be terminated until the temperature sensor readings indicate that a satisfactory cure has been completed. Any extended cure times shall not adversely affect the properties of the CIPP lining material.
- C. The temperature of the air shall cool down to at least 140 degrees F for 1 hour before releasing air pressure.
- D. The outlet hose shall be equipped with a pressure regulating valve, temperature gauge, and pressures gauge.

Finished Product:

The finished CIPP shall be continuous over the entire length of an installation run, manhole to manhole. The wall color of the interior CIPP surface after installation shall be a light reflective color so that a clear detailed examination with CCTV equipment may be made.

Defects:

Any defects or non-conforming work as determined by the ENGINEER shall be corrected at the CONTRACTOR'S expense. The sewer pipe shall be inspected using CCTV to confirm correction of the work to bring it in compliance with the specifications. This work shall be completed at the CONTRACTOR's expense with no additional cost to the OWNER.

A. UNDER THICKNESS LINER: A minimum wall thickness at any point shall not be less than 90% of the design thickness, or the product will be considered unacceptable. An under-thickness liner may be brought into compliance by either:

1. Removal and replacement of the undersized liner, or
2. Install a second liner with full wall thickness as stated on the liner design submittal after acceptable surface preparation of the undersized liner interior. This option will be considered by the TOWN of Paradise Valley on a case-by-case basis. The TOWN of Paradise Valley will consider the loss of flow capacity, and this option may be refused for that reason. The addition of a thin liner that makes up the difference of the under sizing is not an acceptable remedy because the structural properties are not additive if they are not cured simultaneously.

B. FLEXURAL TESTING FAILURE: In the event of a failure of the flexural strength, flexural modulus or flexural creep tests, another flat plate sample shall be tested. Should the second sample fail, the liner shall be brought to compliance by either:

1. Removal and replacement of the undersized liner, or
2. Install a second liner with full wall thickness as stated on the liner design submittal after acceptable surface preparation of the undersized liner interior. This option will be considered by the TOWN of Paradise Valley on a case-by-case basis. The TOWN of Paradise Valley will consider the loss of flow capacity, and this option may be refused for that reason. The addition of a thin liner that makes up the difference of the under sizing is not an acceptable remedy because the structural properties are not additive if they are not cured simultaneously.

D. WRINKLES

1. Circumferential wrinkles in the bottom half of the finished liner pipe which exceed three (3) percent of the nominal diameter in height are unacceptable and shall be removed or repaired by the CONTRACTOR. Methods of repair shall be proposed by the CONTRACTOR and submitted to the ENGINEER for approval.
2. Circumferential or longitudinal wrinkles in the finished liner pipe which reduce the hydraulic capacity of the pipe (wrinkles which exceed five (5) percent of the nominal pipe diameter) are unacceptable and shall be removed or repaired by the CONTRACTOR. Methods of repair shall be proposed by the CONTRACTOR and submitted to the ENGINEER for approval.
3. Wrinkles in the finished liner pipe that reduce the structural stability of the pipe are unacceptable. If a void between the wrinkle and the pipe exists, the CONTRACTOR shall repair or replace that section of the pipe. Methods of repair shall be proposed by the CONTRACTOR and submitted to the ENGINEER for approval.
4. Wrinkles in the finished CIPP that reduce the structural integrity of the CIPP are unacceptable. CONTRACTOR shall repair or replace that section of the pipe. Methods of repair shall be proposed by the CONTRACTOR and submitted to the ENGINEER for approval.

E. OTHER DEFECTS: Other defects such as foreign inclusions, dry spots, pinholes, delamination, or wrinkling beyond the specification allowances, determined by the ENGINEER as affecting the integrity or strength of the CIPP, or as adversely affecting the hydraulic capacity of the CIPP, shall be repaired or replaced at the CONTRACTORS' expense. Methods of repair shall be proposed by the CONTRACTOR and submitted to the ENGINEER for approval.

F. CIPP TERMINATION POINTS (END SEALS)

1. End seals shall be not be installed until the CIPP pipe has relaxed for a minimum period of 24 hours.
2. The CIPP shall make a tight seal at the manhole opening with no annular gaps. The liner shall be cut neat and trimmed.
3. The CONTRACTOR shall secure the connections between the CIPP and the connection liner end seals. The securing materials shall adequately bond with the host CIPP pipe per CIPP manufacturer's specifications and shall be significantly different in color from the liner.
4. The CONTRACTOR shall furnish and apply epoxy resin to CIPP liner end seal at all upstream and downstream ends of the CIPP liner to form a watertight seal.

G. SERVICE RECONNECTIONS

1. After the curing is complete, existing lateral service connections shall be re-established. The cut liner shall have no jagged edges and shall be sanded smooth. The CONTRACTOR shall provide a seal, recommended by the lining manufacturer, at the service connection so that no leakage of fluids may infiltrate between the liner and the existing sewer surface. Seals must be submitted and approved prior to use.
2. Reinstate service laterals using only remote internal methods (prior to CIPP acceptance).
3. Where the CIPP liner does not create dimples at the service connections or in other ways indicate the locations, the exact location shall be determined from the internal inspection data. It shall be the CONTRACTOR's responsibility to accurately locate and reinstate all service connections after the CIPP installation and curing has been completed. All service connections shall be reinstated to a minimum of 95% of the original opening, centered on the lateral opening.
4. Any misplaced cuts made by the remote internal method while reinstating service laterals will be repaired using approved materials and a remote internal method at no additional cost to OWNER.

H. LIQUID WASTE DISPOSAL: The CONTRACTOR shall obtain the ENGINEER'S written approval prior to the disposal of the water and/or condensate from the curing process into the sanitary sewage system.

I. CLEANUP: Following inspection, the CONTRACTOR shall clean up the entire project area. The CONTRACTOR shall dispose of all excess material and debris not incorporated into the permanent installation off-site.

ITEM NO. 08 – REHABILITATION OF EXISTING MANHOLE

PART 1- GENERAL:

This section specifies the rehabilitation of existing sanitary sewer manholes due to deterioration, corrosion, damage, etc., and manholes not specifically scheduled for rehabilitation that are altered with this project for other purposes such as bypass pumping suction/discharge pits. Rehabilitation will restore the manholes and provide protection against infiltration and corrosion to the manhole interior. Corrosion protection of existing manholes in the sewer project consists of the installment of an approved protective coating, repair of detached polyvinyl chloride (PVC) liner/weld strips, or a protective structural insert in the manhole interior.

Manholes shall be rehabilitated according to the Contract Documents.

Requirements:

- A. CONTRACTOR shall furnish all labor, materials, and equipment required to clean, modify, and apply the specified rehabilitation system to the structures indicated on the Contract Documents. CONTRACTOR shall comply with the local authority and all Occupational Safety and Health Administration (OSHA) requirements for confined space entry.
- B. CONTRACTOR shall field verify all manhole dimensions prior to the purchase of materials to be used for the rehabilitation of manholes.

- C. All materials specified by name brand or manufacturer shall be delivered unopened to the job in original containers. All safety precautions recommended by the manufacturer in printed instructions or special bulletins shall be obtained and followed.
- D. Application of the specified rehabilitation system shall be performed by a CONTRACTOR certified and trained by the manufacturer.
- E. In this specification, unless otherwise specifically noted, the word “manhole” shall mean “sewer structure” and shall encompass sewer manholes, sewage lift station wet wells, sewer diversion structures, sewer junction structures, and other sewer structures. It also encompasses sewer pipes (or portions thereof) that are located within the sewer structure but does not include sewer pipes (or portions thereof) that are located outside of the limits of the structure.
- F. In this specification, “existing manholes” shall mean those manholes that are (or were) not constructed as part of this project work.
- G. Where required by the Contract Documents; existing manholes shall be rehabilitated and an approved corrosion protective coating or liner repair applied to their interior surfaces or a structural insert installed, as specified herein.
- H. The approved coating system (as specified herein) shall be applied to all exposed brick, concrete, grout, mortar, and cementitious surfaces within the manhole, including unlined concrete pipes within the manhole, bench-to-pipe transitions, bench, risers, cones, adjusting rings, etc. Coating of the metallic manhole frame and cover is not required.
- I. Locations of PVC liner repair were assumed based on limited available inspection data. Due to this limited data, the PVC lining shall be assessed for all manhole structures. Assessment shall be a visual inspection and sounding of manhole walls completed by the rehabilitation CONTRACTOR to identify defects and recommend repairs. Locations of liner defects shall be physically marked within the manhole structure with repair recommendations. The rehabilitation CONTRACTOR shall work closely with the CONTRACTOR and OWNER’s Representative during the assessment to understand the defects and repair recommendations.
- J. After installation of a structural insert, the approved coating system (as specified herein) shall be applied to all exposed brick, concrete, grout, mortar, and cementitious surfaces within the manhole, including unlined concrete pipes within the manhole, bench-to-pipe transitions, bench, risers, cones, adjusting rings, etc. Coating of the metallic manhole frame and cover is not required.

REFERENCES:

Reference	Title
ASTM C478	Standard Specification for Precast Concrete Manhole Sections
ASTM D16	Standard Terminology for Paint, Coatings, Materials, etc.
ASTM D412	Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubber and Thermoplastic Elastomers-Tension
ASTM D638	Standard Test Method for Tensile Properties of Plastics
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D3359	Standard Test Methods for Measuring Adhesion by Tape Test

ASTM D3960	Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
MAG 601	Trench Excavation, Backfilling and Compaction
MAG 625	Manhole Construction and Drop Sewer Connections
MAG 725	Portland Cement Concrete
MAG 741	Lining for Reinforced Concrete Sanitary Sewer Pipe

Quality Assurance:

Rehabilitated or restored manholes shall be inspected by the ENGINEER prior to coating and documented with photographs per **PART 3 – POST-EXECUTION**.

Guarantee:

All structural rehabilitation work performed by the CONTRACTOR shall be guaranteed against faulty workmanship and/or materials for a period of one (1) year after final acceptance of work.

PART 2 – EXECUTION:

Sequence of Rehabilitation:

If the manhole, bench, or channel are coded to be rehabilitated, then cleaning, coating, repairing PVC liner, structural insert, and testing activities shall be done simultaneously.

The following numerals of sequence of rehabilitation include all the tasks that need to be performed to rehabilitate a manhole.

Refer to the Contract Documents to identify all manholes included for rehabilitation and which rehabilitation tasks are included for each manhole.

Clean, Repair, and Coat:

- A. Cleaning the manhole, removing corroded/deteriorated materials from the manhole, and otherwise preparing the manhole for one of the approved coating systems per section MANHOLE COATING SYSTEMS.
- B. Applying one of the approved coatings as specified herein in section MANHOLE COATING SYSTEMS.
- C. Testing the finished surface, as required herein section MANHOLE COATING SYSTEMS.
- D. Repairs to the interior of the manhole do not include the bench or channel. Repairs to the bench and channel are included as separate rehabilitation tasks.
- E. For manholes coded for rehabilitation with an approved coating system, the entire manhole interior shall be coated including the adjustment rings, cone, riser section, bench, and channel. For manholes coded for rehabilitation with an approved structural insert system, any of the manhole components not protected by the structural insert shall be coated.
- F. The coating system shall also extend to the water line of the manhole unless the channel consists of a corrosion resistant pipe material or has been lined through with cured-in-place pipe (CIPP). Coating edges shall be terminated at or below the water line by keying into the concrete with a minimum ¼-inch wide x ¼-inch deep saw cut. Prior to coating application, the saw cut shall be dried and vacuumed to remove all dust and residue. During coating application, a liberal amount of material shall be applied to the saw-cut area and smoothed level. At no time shall the existing reinforcement be cut or damaged during installation of the keyways.
- G. Coating and structural insert shall include sealing between the adjustment rings and frame.

Rebuild Bench:

- A. Cleaning of the manhole bench prior to the job shall be according to Cleaning and Preparation Activities of section MANHOLE COATING SYSTEMS.
- B. Rebuilding of the bench shall include grouting in accordance with section MANHOLE COATING SYSTEMS, as necessary to restore the bench to the original or better grade.
- C. Benches shall be built up and given a uniform wood float finish. Care shall be taken to slope all benches for proper drainage to the invert. ALL manhole bench reconstruction work shall be done in accordance with MAG Standard Detail 420.
- D. Rebuilt Benches shall be coated in accordance with the procedures as given for the entire manhole interior surfaces in section MANHOLE COATING SYSTEMS.
- E. To reconstruct the benches, the CONTRACTOR will be required to provide dry working conditions in all manhole benches and invert areas to allow the concrete and other materials to set properly.

Replace Adjustment Rings:

- A. The outside of grading rings shall be neatly plastered with 1/2-inch of cement mortar as the Work progresses.
- B. Grading rings shall be used for all manholes, where required. Grade rings shall be a maximum of 12- inches in height, constructed on the roof slab or cone section on which the manhole frame and cover shall be placed. The height of the grade rings shall be such as is necessary to bring the manhole frame to the proper grade.
- C. Each grading ring shall be laid in a full bed of mortar and shall be thoroughly bonded.
- D. Cleaning of the adjustment rings prior to the job shall be per section MANHOLE COATING SYSTEMS.
- E. Coating of the new adjustment rings shall be the same procedures as given for the entire manhole interior surfaces in section MANHOLE COATING SYSTEMS.

Adjust Manhole Frame and Cover:

- F. Adjustment of the frame and cover to grade shall be per MAG Standard Detail 422.
- G. Cleaning of the frame, cover, and adjustment rings prior to the job shall be per section MANHOLE COATING SYSTEMS.
- H. Coating of the adjustment rings shall be included in adjustment of the frame and cover.

Replace Frame and Cover:

- A. Removal of the existing defective frame and cover is included in this item of work and shall be completed and disposed of by the CONTRACTOR at a suitable location for disposal.
- B. Replacement and installation of the frame and cover shall be per MAG Standard Details 422 and 424. Cast iron frames and covers shall be Class 35 with weights and dimensions in conformance with MAG Standard Detail 424.
- C. Cleaning or coating of the adjustment rings shall be included in the replacement of the frame and cover. Cleaning and coating of the adjustment rings shall be per Cleaning and Preparation Activities of section MANHOLE COATING SYSTEMS.

Remove Steps and Repair:

- A. Unless otherwise noted, for existing manholes that have existing manhole steps installed in them, the CONTRACTOR shall remove said steps from the manhole. If the manhole steps are "strongly embedded" in the concrete (for manhole steps, this is defined as a pulling force of 100 pounds per step being insufficient to dislodge them from the concrete), the CONTRACTOR may cut them off flush with the surface of the surrounding manhole and leave the embedded portion in place in the concrete. When the manhole is fully prepared and ready for the coating system, any portion of the steps that remain embedded in the concrete shall not protrude above the surface of the concrete.
- B. The repaired surface shall receive application of approved coating in accordance with section MANHOLE COATING SYSTEMS or the PVC Liner repaired where the steps were removed as appropriate.

Repair and Coat Channel:

- A. Cleaning of the manhole bench prior to the job shall be per Cleaning and Preparation Activities of section MANHOLE COATING SYSTEMS.
- B. Rebuilding of the channels through manholes shall be constructed of Class "A" concrete per MAG Section 725; Portland Cement Concrete. Channels shall be properly formed to the sizes, cross sections, grades and shapes as per MAG Standard Detail 420-3.
- C. Reshaped channel shall be coated in accordance with the procedures as given for the entire manhole interior surfaces in section MANHOLE COATING SYSTEMS.
- D. In order to reconstruct the channels, the CONTRACTOR will be required to provide dry working conditions in all manhole channel areas to allow the concrete and other materials to set properly.

Repair PVC Linear:

Repair PVC Liner shall include the following activities:

- A. Manholes lined with an existing PVC liner (e.g., T-lock liner), the CONTRACTOR shall remove the existing PVC liner that is not "strongly embedded" prior to other cleaning activities. If the "tees" (i.e., the portion of the PVC liner that is embedded in the concrete) are not strongly embedded in the concrete, the CONTRACTOR shall entirely remove the tees from the concrete and shall remove both the PVC liner sheet and the tees from the manhole. For the purposes of making this determination, "strongly embedded" shall be defined as embedded within the concrete well enough that when the PVC liner is cut into strips (i.e., by cutting the PVC liner parallel to the tees at a point midway between each line of tees) and a pulling force of 100 pounds is applied to each strip incrementally along the length of each strip to pull said tees from the concrete, said force is insufficient to remove the embedded tees from the concrete. Tees that remain firmly embedded in the concrete after doing so are judged to be "strongly embedded".
- B. Inspect all surfaces within the manhole structure to identify necessary liner repairs prior to surface preparation.
- C. Where reinforcing steel cross-sectional area loss exceeds 15% of the original reinforcing steel, the OWNER'S Representative shall be notified to quantify and evaluate the defect. The CONTRACTOR shall perform structural repair as directed by the ENGINEER.
- D. PVC liner installation and installation of modified P-1 joint shall be in accordance with the manufacturer's specifications.
- E. Visible pinhole defects shall be cleaned and sealed with a 1-inch wide heat- fused weld strip. All blisters, splits and damage to the existing PVC lining shall be prepared to a point 1-inch beyond the limits of the damaged lining area. Repairs larger than 18 inches in any direction shall be brought to the attention to the ENGINEER for review and approval of proposed repair procedure.

Use of Temporary Flow-Through Plugs:

- A. Where determined necessary, the CONTRACTOR may install temporary flow-through plugs so that repair materials are installed over a dry substrate and are allowed to cure in accordance with manufacturer recommendations before coming in contact with sewage.
- B. The CONTRACTOR shall insure that flow-through plugs are of adequate capacity and size to maintain flow throughout the rehabilitation process without sewer backup.
- C. If sewage backup occurs, the CONTRACTOR shall be solely responsible for any cleanup, repair, property damage costs and claims, or resultant regulatory agency fines.

PART 3 – POST-EXECUTION:

Upon completion of this rehabilitation project, the CONTRACTOR shall provide the TOWN with the Project Record Documents, which will include but not be limited to:

- A. Exhibits and/or As-Built drawing reflecting all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed for every manhole under the contract.
- B. Change orders approved during the construction process and other modifications to the contract should be reflected on the final Exhibits and As-builts.
- C. Product data and specifications.
- D. Photographic record of all the work performed and every manhole showing the pre-execution and the post-execution condition. Frame and cover, and concrete ring replacements should also be documented.
- E. Field test records.

Measurement and Basis of Payment:

Full compensation for all labor, materials and equipment required to clean manholes, prepare surface of manholes, excavation, saw cutting, removal and replacement of surrounding finish grade materials, remove and replace frame and cover, adjusting rings, cone, shaft, bench, flowline, etc., repair manhole walls, grouting, furnish and install coating and insert liner in accordance with manufacturer's recommendations and these technical specifications, all safety and support systems required to complete the work as described in these special provisions, restoration of adjacent site, and including any incidental items necessary to complete the work.

Measurement and Payment of Manhole Rehabilitation shall be on a unit price for each item of work described as follows:

- A. Clean, Repair and Coat Manhole: measurement and payment shall be on a unit price bid per square foot of manhole completely coated as described in MANHOLE COATING SYSTEMS Section.
- B. Rebuild Bench: measurement and payment shall be on a unit price bid per each for the work, complete in place.
- C. Replace Adjusting Rings: measurement and payment shall be on a unit price bid per each for the work complete in place.
- D. Adjust Frame and Cover: measurement and payment shall be on a unit price bid per each for the work complete in place.
- E. Replace Frame and Cover: measurement and payment shall be on a unit price bid per each for the work complete in place.
- F. Remove Steps and Repair: measurement and payment shall be on a unit price bid per step for the work complete in place.
- G. Repair and Coat Channel: measurement and payment shall be on a unit price bid per each for the work complete in place.

H. Repair PVC Liner: measurement and payment for installation of modified P- 1 joint strip in 60-inch diameter manholes and PVC patch of manhole lining up to 18-inches square, shall be on a unit price bid per each for the work complete in place. Measurement and payment for PVC patches greater than 18-inches in length or width shall be evaluated and paid for from the OWNER’S ALLOWANCE on a case-by-case basis.

MANHOLE COATING SYSTEMS

PART 1 - GENERAL

This section specifies the coating system used for the coating of the manholes as indicated in the Contract Documents.

The coating shall yield a hard, durable chemical resistant coating and shall be specifically designed to be applied on a dry surface. The finished coating shall provide a watertight seal and shall adhere to all components of the manhole and adjoining pipeline and any pipeline liner systems if present.

DEFINITIONS:

Specific coating terminology used in this section is in accordance with definitions contained in ASTM D16, ASTM D3960, and the following definitions:

Replacement of the adjustment rings shall include the following:

- **Dry Film Thickness (DFT):** The thickness of one fully cured continuous application of coating.
- **Field Coat:** The application or the completion of application of the coating system after installation of the surface at the site of the work.
- **Shop Coat:** One or more coats applied in a shop or plant prior to shipment to the site of erection or fabrication, where the field or finishing coat is applied.
- **Tie Coat:** An intermediate coat used to bond different types of paint coats. Coatings used to improve the adhesion of a succeeding coat.
- **Volatile Organic Compound (VOC) Content:** The portion of the coating that is a compound of carbon is photochemically reactive, and evaporates during drying or curing, expressed in grams per liter or pounds per gallon.
- **Touch-Up Painting:** The application of paint on areas of painted surfaces to repair marks, scratches, and areas where the coating has deteriorated to restore the coating film to an unbroken condition.

REFERENCES:

This section contains references to the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Reference	Title
ASTM D16	Standard Terminology Relating for Paint, Related Coatings, Material, and Applications
ASTM D256	Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics
ASTM D638	Standard Test Method For Tensile Properties Of Plastics
ASTM D695	Standard Test Method for Compressive Properties of Rigid Plastics
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics
ASTM D3359	Standard Test Methods for Measuring Adhesion by Tape Test
ASTM D1653	Standard Test Methods for Water Vapor Transmission of Organic Coating

	Films
ASTM D3960	Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings
ASTM D4060	Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
ASTM D4258	Standard Practice for Surface Cleaning Concrete for Coating
ASTM D4262	Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces
ASTM D4541	Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
NACE RP0274	High-Voltage Electrical Inspection of Pipeline Coatings
SSPC-SP13	Surface Preparation of Concrete

QUALITY ASSURANCE:

- A. **STANDARDIZATION:** Materials and supplies provided shall be the standard products of manufacturers. Materials in each coating system shall be the products of a single manufacturer.
- B. **SPARK TESTING:** Spark testing shall be used on all manholes that are coated to detect cracks and thin spots in the coating system. A 1/8-inch hole shall be drilled through the coating as a control for the holiday detector. A stainless-steel concrete anchoring bolt shall be installed in the manhole interior for grounding during spark testing. The entire interior surface of the manhole shall be spark tested per NACE RP0274 standard in the presence of the ENGINEER. Areas that fail the spark test as well as the 1/8-inch control hole shall be promptly repaired and retested. Subsequent inspections and repair work shall be at the expense of the CONTRACTOR. The spark testing will be performed by the CONTRACTOR and witnessed by the ENGINEER and shall be completed and any repairs made prior to the final acceptance inspection. Spark test results shall be provided in writing by the CONTRACTOR to the TOWN.
- C. **PHYSICAL TESTING:** Results of the following tests, performed on cured and coated concrete specimens, shall be provided.
 - 1. Compressive Strength – ASTM D695
 - 2. Water Vapor Transmission – ASTM D1653
 - 3. Impact Resistance – ASTM D256
 - 4. Abrasion Resistance – ASTM D4060
 - 5. Flexural Strength and Modulus of Elasticity – ASTM D790
 - 6. Tensile Strength – ASTM D638
- D. **ADHESION TESTING:** At a minimum one in four of the manholes coated, the CONTRACTOR shall perform an adhesion test after proper cure in accordance with ASTM D4541 to demonstrate that the specified field coatings adhere to the substrate. Manholes to be tested will be chosen by the ENGINEER and the adhesion test shall be witnessed by the ENGINEER. Test results showing an adhesion rating of that specified by the manufacturer or better for all surfaces shall be considered acceptable provided the test results in failure at or within the substrate. If the test dolly should pull off with failure in the epoxy or coating additional testing will be required. Where unacceptable test results are obtained, the CONTRACTOR shall be responsible for removing and reapplying the specified coatings at no cost to the TOWN. A failed test shall require testing two additional manholes at no additional cost to the TOWN.

DELIVERY AND STORAGE:

Materials shall be delivered to the job site in their original, unopened containers. Each container shall bear the manufacturer's name, coating type, batch number, date of manufacture, storage life, and special directions.

Materials shall be stored in enclosed structures and shall be protected from weather an excessive heat or cold. Flammable materials shall be stored in accordance with state and local codes. Materials exceeding storage life recommended by the manufacturer shall be removed from the site.

PART 2 - PRODUCTS

The coating system shall be a trowel-able 100% solids epoxy monolithic surfacing system for use in coating new or existing manholes, wet wells, lift stations, treatment plants and other structures.

MATERIALS:

A. COATING: All pre-approved corrosion protective coating systems for application to new manholes or existing manholes for the sewer rehabilitation projects are listed under City of Phoenix Supplements Section 626 and City of Phoenix Water Services Department – Approved Sanitary Sewer Manhole Coating Products (List is subjected to change) 01/28/2025 – available at the City's website under the next link:

https://www.phoenix.gov/content/dam/phoenix/waterservicessite/documents/approved_sanitary_sewer_manhole_coating_products_2025_0203.pdf

B. PRIMER: Primer shall be as recommended by the manufacturer for each application.

C. UNDERLAYMENT: Underlayment applied prior to coating shall be as recommended by the manufacturer for each application.

D. INFILTRATION CONTROL: Manhole infiltration control material shall be as recommended by the manufacturer. Surface preparation and application shall be as recommended by the manufacturer.

COATING SYSTEM APPLICATION PLAN:

Coating System Application Plan shall be prepared and includes a description of the following:

A. Quality Assurance Procedures:

1. Training program to qualify personnel in the correct storage and handling of coating materials, and the necessary safety requirements.
2. List of application and testing equipment to be used, including inspections confirming satisfactory conditions of equipment.
3. Detailed procedures and methods for surface preparation including repair and reprofiling as required, application of primer and final coating and testing.

B. Criteria for acceptance of the preparation of concrete and other manhole surfaces.

C. Plan for sewage diversion or the use of flow-through plugs, if required.

D. Method and material for sealing active leaks.

E. Detailed plan of surface preparation, including repair and reprofiling.

F. Details of application primer and finish coats, including required curing times.

G. Detailed environmental provisions such as shading from the sun.

H. Procedures for adhesion testing.

I. Dry film thickness testing.

PRODUCT DATA:

Before materials are delivered to the job site, the CONTRACTOR shall provide the following information:

- A. For the underlayment filler, primer, and finish coating, the CONTRACTOR shall furnish a Material Safety Data Sheet (MSDS).
- B. For the underlayment filler and finish coating, the CONTRACTOR shall provide the manufacturer's application instructions, which shall include the following:
 - 1. Surface preparation recommendations.
 - 2. Primer type, where required.
 - 3. Maximum dry and wet mil thickness per coat.
 - 4. Minimum and maximum curing time between coats, including atmospheric conditions for each.
 - 5. Curing time before submergence in liquid.
 - 6. Thinner to be used with coating material.
 - 7. Ventilation requirements.
 - 8. Minimum atmospheric conditions during which the coating shall be applied.
 - 9. Allowable application methods.
 - 10. Maximum allowable moisture content.
 - 11. Maximum storage life.
- C. List of materials proposed to be used under this section and manufacturer's data for each material including test data referenced herein this section.

PART 3 – EXECUTION

COATING APPLICATOR QUALIFICATIONS:

The CONTRACTOR or SUBCONTRACTOR performing the work covered by this specification (also referred to herein as "the coating applicator") shall be an approved applicator of the manufacturer. It shall be the CONTRACTOR's responsibility to ensure that any SUBCONTRACTOR used for such work is an approved applicator.

COATING SYSTEM APPLICATION:

Cleaning and Preparation of Surfaces to be Coated

- A. The CONTRACTOR shall clean manholes to be rehabilitated per SSPC-SP13. Before application of the coating system, the surface must be clean and free of all contaminants including oil, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, dust, and chemical contaminants. Suitable heaters shall be used as needed to produce a surface-dry condition. The surface will be vacuumed to make sure that loose particles are not present. The entire manhole interior including frame, walls and bench shall be cleaned using either abrasive blasting and/or high-pressure water blast as recommended by the coating and/or repair product manufacturer and approved by the ENGINEER. All concrete, brick or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound, neutralized surface. Manholes designated for spot repair or bench coating only shall be cleaned in their entirety as previously described.

Other manhole cleaning methods may be used in addition to abrasive blasting or water blasting, as necessary to properly clean and prepare the manhole, but shall not be used as a substitute for abrasive blasting or water blasting. Subject to TOWN approval, other methods that may be used in addition to abrasive blasting or water blasting (but not as a substitute for them) are high pressure shotblasting, grinding, mechanical removal methods, chemical cleaning, detergent cleaning, hot water blasting and acid etching. If chemical cleaning or acid etching are used, the substrate shall be neutralized and washed of residue. The CONTRACTOR shall use whatever methods are required to properly clean and prepare the manhole for the coating system.

Unless otherwise noted, for existing manholes lined or coated with a previously applied corrosion protective coating, the CONTRACTOR shall entirely remove the existing liner/coating (including any underlayment layers) prior to performing other cleaning activities.

The CONTRACTOR shall also remove all dirt, rocks, rust, spalled masonry including mortar, concrete and brick, roots, sludge, grit and other deleterious materials and debris from the interior manhole. The finished interior surface shall consist of sound concrete or brick with adequate profile and porosity to provide a strong bond between the necessary repair materials and/or coating and the substrate.

During cleaning and preparation, methods shall be taken to prevent any debris from entering the downstream sewer mains.

- B. CONTRACTOR shall also be responsible for any additional surface preparation beyond water blasting as required by the coating system manufacturer. Where additional preparation is required, the CONTRACTOR shall provide all labor, materials, and equipment as necessary, and at no additional cost to the TOWN.
- C. Visual Appearance of the Manhole – The prepared substrate shall have the appearance of sound concrete (or brick and/or mortar), free from discolored, white, chalky and cracked areas.
- D. Aural Observations – When struck with a metal hammer or tool, the prepared substrate shall exhibit the characteristic sound of solid, competent concrete (or brick).
- E. CONTRACTOR shall test prepared surfaces after cleaning but prior to application of the coating system to determine the pH and moisture content of the concrete, as required according to manufacturer's recommendations. Testing may include pH and Phenolphthalein as described below:

pH testing – The ENGINEER shall use wetted litmus paper applied to the surface of the substrate to ensure that the pH of the substrate is 7 or higher. This test will be considered obligatory.

Phenolphthalein testing – The ENGINEER shall apply a few drops of phenolphthalein to the surface of the concrete, which if the concrete is competent should yield a purple color.

The ENGINEER is not obligated to use all of the above tests but may do so at TOWN's sole discretion. Often visual, mechanical and/or aural observations and tests alone will be adequate, but the pH and/or phenolphthalein tests may be used if there is still some uncertainty.

- F. The area between the manhole and the manhole ring and any other area that might exhibit movement or cracking due to expansion and contraction shall be grouted with a watertight, expansive grout, approved for use by the manufacturer's representative and the ENGINEER.
- G. The CONTRACTOR shall apply an approved underlayment to the interior of all manholes on this project in order to reshape and re-profile portions of the interior surface of the manholes. Prior to any surface coating work in existing manholes, the CONTRACTOR shall fill all voids, including any left by the removal of manhole steps; removal of loose and spalled concrete material in accordance with cleaning and preparation recommendations; and removal of concrete where evidence of exposed reinforcement is visible in the interior of the manhole. These areas will require buildup and re-profiling of the manhole wall as needed such that the manhole and bench surface is restored to an even and uniform surface profile using one of the underlayment materials approved and recommended by the selected coating material manufacturers.

The underlayment shall be installed over a clean surface prepared in accordance with the requirements of this specification. The CONTRACTOR shall employ whatever means necessary (e.g., humidity control, temperature control, additional blasting, mechanical surface preparation, etc.) to ensure proper curing of the underlayment layer, strong adherence of the underlayment layer to the prepared manhole surface, and strong adherence to any layer installed over the underlayment layer.

- H. The underlayment shall be applied throughout the entire manhole at a minimum ½-inch total cured thickness. Underlayment shall be hand troweled and in accordance with the manufacturer's recommendations. After installation, the underlayment shall be free of trowel marks and irregularities. Notwithstanding the thickness requirement, an additional underlayment thickness requirement may be required by the ENGINEER for existing manholes that exhibit extreme deterioration.

COATING APPLICATION PREPARATION:

- A. CONTRACTOR shall protect the newly lined sewer from debris, overspray, or any detrimental activity due to restoration of the manholes.
- B. Manholes to be coated shall be cleaned in their entirety in accordance with the requirements of subsection 3.2.1 of this specification. The CONTRACTOR shall employ whatever means necessary (e.g., humidity control, temperature control, additional blasting, mechanical surface preparation, etc.) to ensure strong adherence of the surface coating layer(s) to any underlying and overlying layers and proper curing of the surface coating layer(s). If the surface coating is applied in two or more layers, the time between applications of the various layers shall be controlled to ensure proper bond between layers. Loose and protruding concrete shall be removed. Missing brick and mortar shall be filled using a grout as recommended by the coating manufacturer and approved by the ENGINEER. The grout filler shall be used to bring all areas of holes and pitting up to the nominal surface of the manhole so that there is an even interior surface in the manhole without waves, pits, or holes. Any exposed rebar shall be cleaned, and all areas of corrosion removed prior to application of the grout as recommended by the coating manufacturer and approved by the ENGINEER.
- C. After surface preparation is complete, all materials dislodged during cleaning shall be removed from the work area. The CONTRACTOR shall be responsible for transporting and disposing, including all disposal fees, of any sediments and material removed from the sewer structures. All sediment and debris removed from the sewer structures shall be disposed off-site in a lawful manner. Hauling containers shall be watertight. On-site stockpiling of removed material will not be permitted.

The CONTRACTOR is responsible for obtaining all necessary permits, fees, and approval from all regulatory agencies required to perform the work, including transport of sediments. Off-site disposal of all material removed from the sewer shall be the CONTRACTOR's responsibility.

A letter identifying the methods the CONTRACTOR plans to employ to remove sediment, debris, grease, scale, encrustations, and roots in the sewer structures to be repaired or coated shall be submitted to ENGINEER. The letter shall include a detailed explanation of the cleaning process and a schedule of activities and a list of the actions he plans to take to mitigate impact to the public during the cleaning operation.

Any sediment or debris from cleaning operations larger than U.S. #8 sieve shall not be deposited downstream in the sewer main. Sedimentation deposited downstream, as determined by the ENGINEER, shall be removed at no cost to the TOWN. The CONTRACTOR shall be thoroughly familiar with all phases of sewer structure cleaning to ensure the completion of this Contract without causing a health hazard or damage to the sewage system, public and private properties.

COATING SYSTEM INSTALLATION:

- A. The CONTRACTOR shall install the coating system in the manholes after all removals, replacements, rebuilding, re-shaping, re-profiling, and adjustment activities are completed. Quantities of materials may vary significantly based on interior surface and conditions.
- B. COATING TERMINATION: The CONTRACTOR shall submit shop drawings for approval detailing of coating termination work.

- C. **ATMOSPHERIC CONDITIONS:** Maintain sufficient forced air supply to provide and maintain a temperature of 50 to 90 degrees F and a circulating airflow inside the structures during the coating process or per manufacturer's recommendations.
- D. **REPAIR OF DEFECTS:** CONTRACTOR shall repair all defects in the coating system where directed by the ENGINEER.
- E. **SPOT REPAIR AND BENCH COATING:** CONTRACTOR shall follow the coating manufacturer's recommendations in regard to the distance the coating should be extended beyond the damaged area. If there is no recommendation from the coating manufacturer, the TOWN shall provide direction to the CONTRACTOR.

COATINGS:

- A. **GENERAL:** Coating products shall not be used until the ENGINEER has inspected the materials and the coating manufacturer's technical representative has instructed the CONTRACTOR and ENGINEER in the surface preparation, mixing, and application of the coating. The coating manufacturer's technical representative must be a factory representative, not a local representative or an affiliate of the CONTRACTOR.
- B. **COATING SYSTEMS:** Field coats shall consist of one or more finish coats to build up the coating to the specified dry film thickness. Unless otherwise specified, finish coats shall not be applied until other work in the area is complete and until all previous coats have been inspected.
- C. **COATING REQUIREMENTS:** All items of equipment, or parts and surfaces of equipment, which are immersed when in service, except for pumps and valves, shall have all surface preparation and coating work performed in the field.

APPLICATION:

- A. **WORKMANSHIP:** Coated surfaces shall be free from runs, drops, ridges, waves, laps, and brush marks. Coats shall be applied to produce an even film of uniform thickness completely coating corners and crevices. Painting shall be done in accordance with the requirements of SSPC Paint Application Specification No. 1.
- B. The CONTRACTOR's equipment shall be designed for application of the materials specified. The coating shall be applied using a trowel or spray methods to the proper thickness and surface characteristics as recommended by the coating manufacturer.
- C. When possible, the application of the coating to the required minimum thickness shall be applied in a single coat sharply cut to line. Care shall be exercised to avoid over-coating or spattering on surfaces not to be coated.
- D. **ATMOSPHERIC CONDITIONS:** Coatings shall be applied only to surfaces that are dry, and only under conditions of evaporation rather than condensation. Coatings shall not be applied during rainy, misty weather, or to surfaces upon which there is frost or moisture condensation. During damp weather, when the temperature of the surface to be coated is within 10 degrees F of the dew point, the surfaces shall be heated to prevent moisture condensation thereon. During coating, and for a period of at least 8 hours after the coating has been applied, the temperature of the surfaces to be coated, the coated surfaces, and the atmosphere in contact shall be maintained at or above 40 degrees F and 10 degrees F above the dew point. Paint, when applied, shall be approximately the same temperature as that of the surface on which it is applied. Fans or heaters shall be used inside enclosed areas where conditions causing condensation are severe.
- E. **PROTECTION OF COATED SURFACES:** Items which have been coated shall not be handled, worked on, or otherwise disturbed, until the coating is completely dry and hard.
- F. **FILM THICKNESS AND CONTINUITY:** Coating system thickness is the total thickness of finish coats. The coating system shall have a minimum wet film thickness of 125 mils applied in a single application where possible or as specified by the manufacturer.
- G. The surface area covered for various types of surfaces shall not exceed those recommended by the manufacturer. Coatings shall be applied to the thickness specified, and in accordance with these special provisions.

- H. In testing for continuity of coating about welds, projections (such as bolts and nuts), and crevices, the ENGINEER will determine the minimum conductivity for smooth areas of like coating where the dry mil thickness has been accepted. This conductivity shall then be taken as the minimum required for these rough or irregular areas. Pinholes and holidays shall be repainted to the required coverage.
- I. SAFETY AND VENTILATION REQUIREMENTS: Requirements for safety and ventilation shall be in accordance with the Society for Protective Coatings (SSPC) Paint Application Guide No. 3.

CLEANUP:

Upon completion of coating, the CONTRACTOR shall remove surplus materials, protective coverings, accumulated rubbish, and thoroughly clean all surfaces and repair any overspray or other paint-related damage.

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ATTACHMENT A

LEGEND

5 YEAR CIP MHs

- FY 2023
- FY 2024
- FY 2025
- FY 2026
- FY 2027

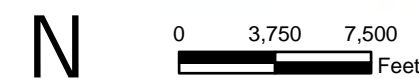
5YEAR CIP PIPEs

- FY 2023
- FY 2024
- FY 2025
- FY 2026
- FY 2027

○ PV Sewer Manholes

— PV Sewer Pipes

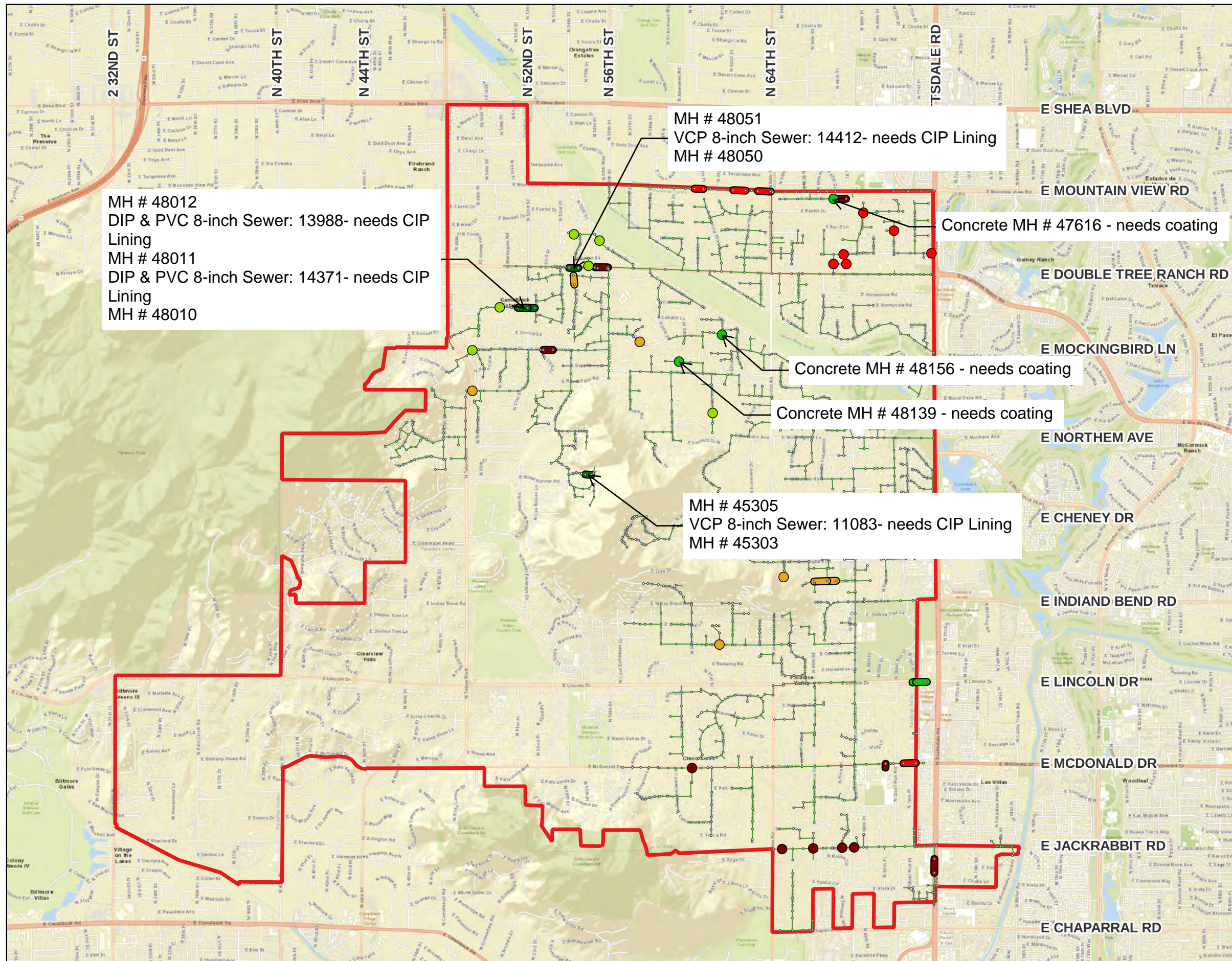
▭ Paradise Valley City Limits

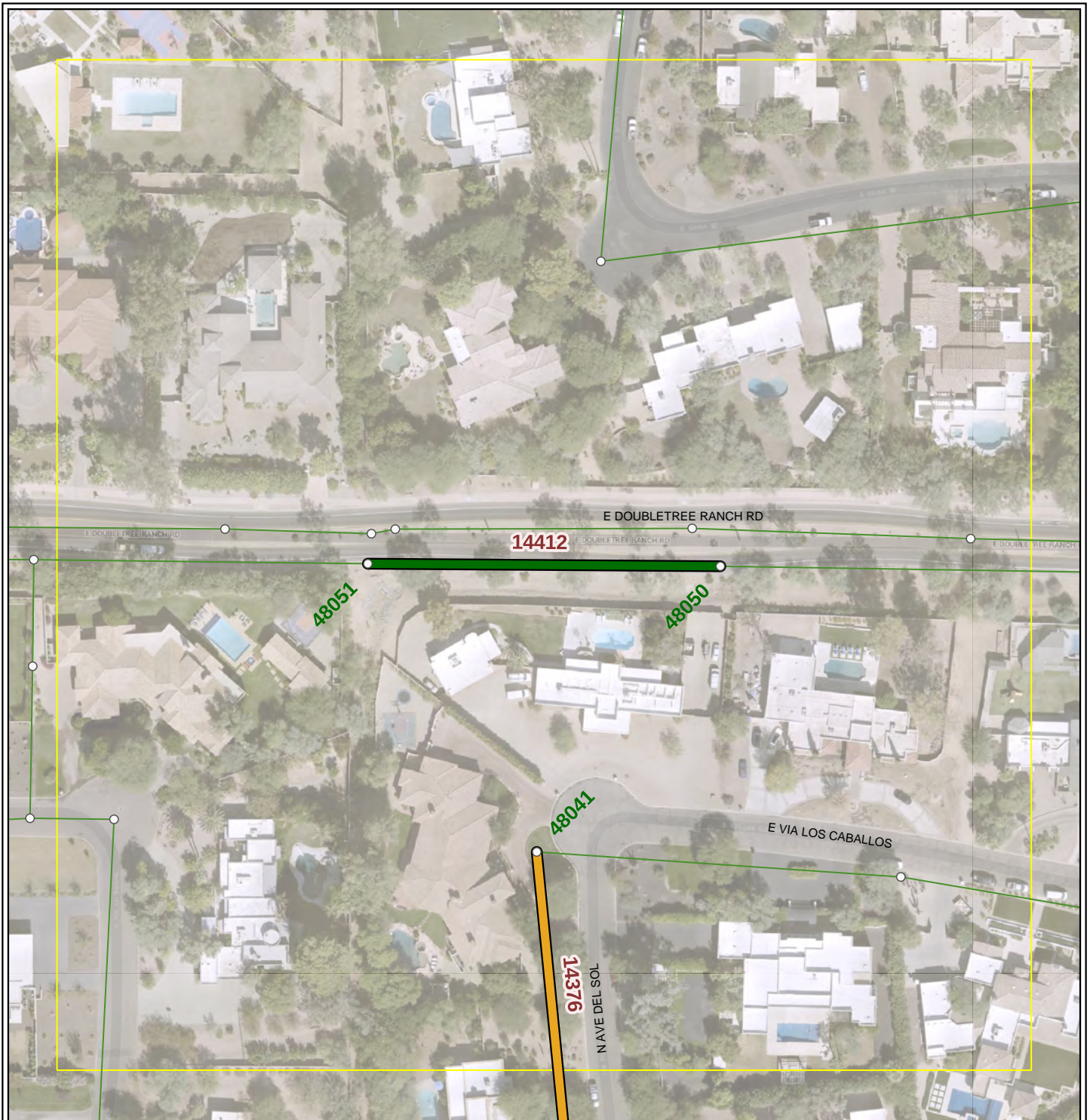


Entellus Project #925010B - Date: 11/25/2025



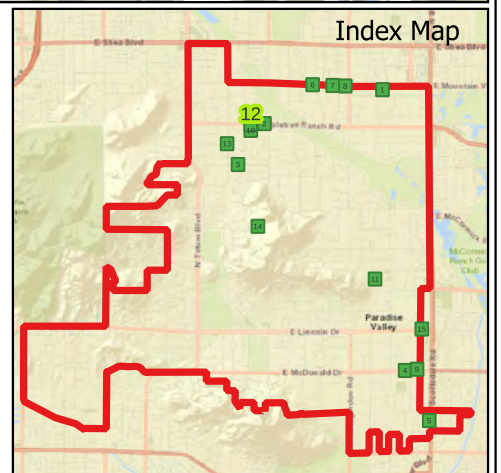
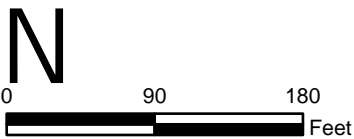
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FY26 SEWER REHAB

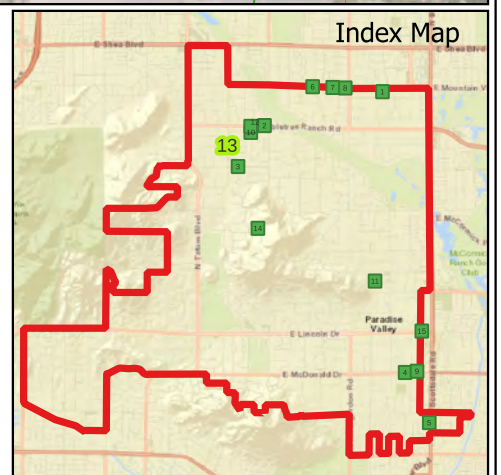
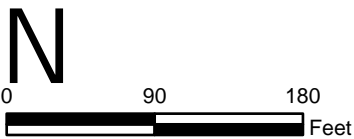
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| 5 YEAR CIP PIPES | ○ PV Sewer Manholes |
| FY 2023 | PV Sewer Pipes |
| FY 2024 | Taps |
| FY 2025 | PV City Limits |
| FY 2026 | Pipe Sheet |
| FY 2027 | |





FY26 SEWER REHAB

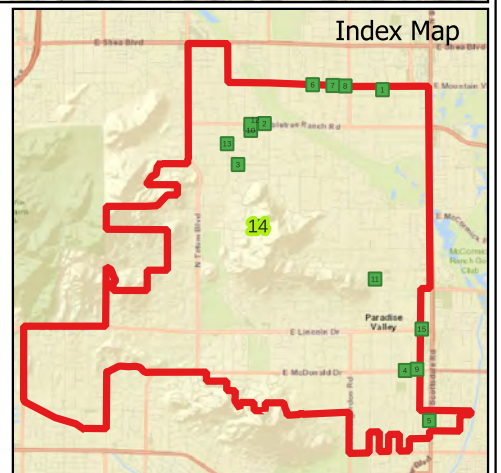
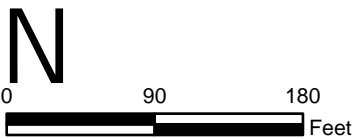
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| 5 YEAR CIP PIPES | ○ PV Sewer Manholes |
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| FY 2024 | Taps |
| FY 2025 | PV City Limits |
| FY 2026 | Pipe Sheet |
| FY 2027 | |

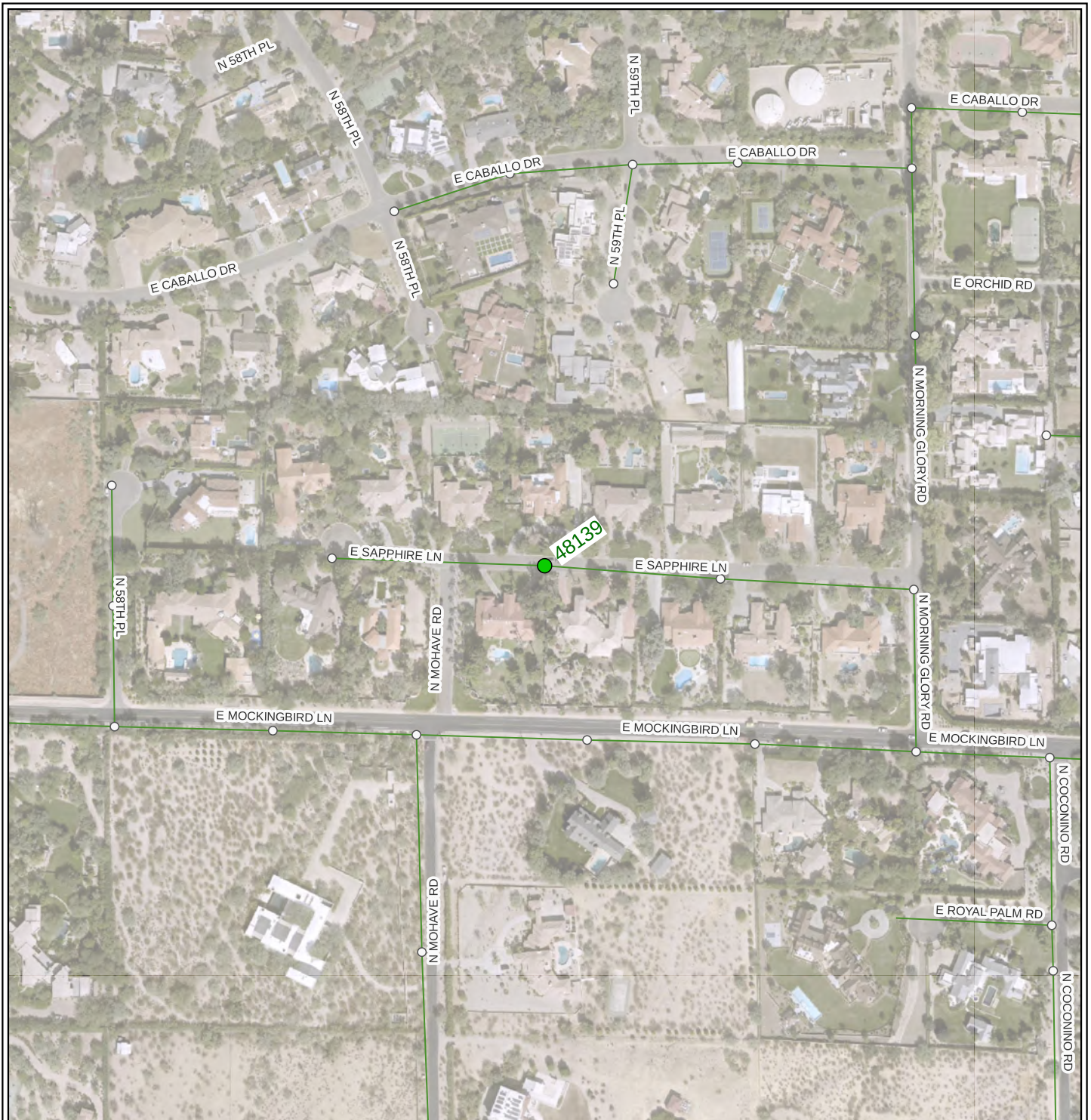




FY26 SEWER REHAB

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| 5 YEAR CIP PIPES | ○ PV Sewer Manholes |
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| FY 2024 | Taps |
| FY 2025 | PV City Limits |
| FY 2026 | Pipe Sheet |
| FY 2027 | |



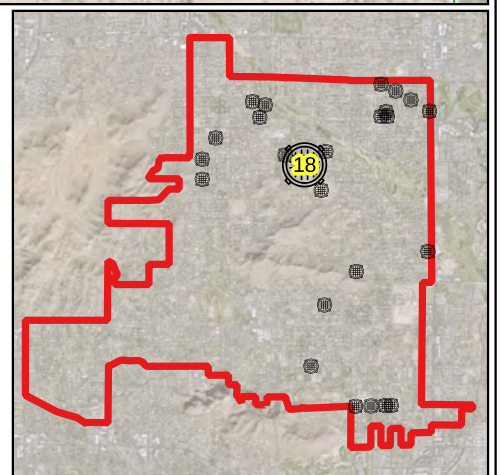
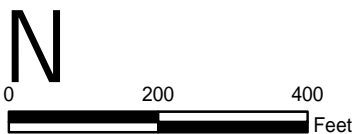


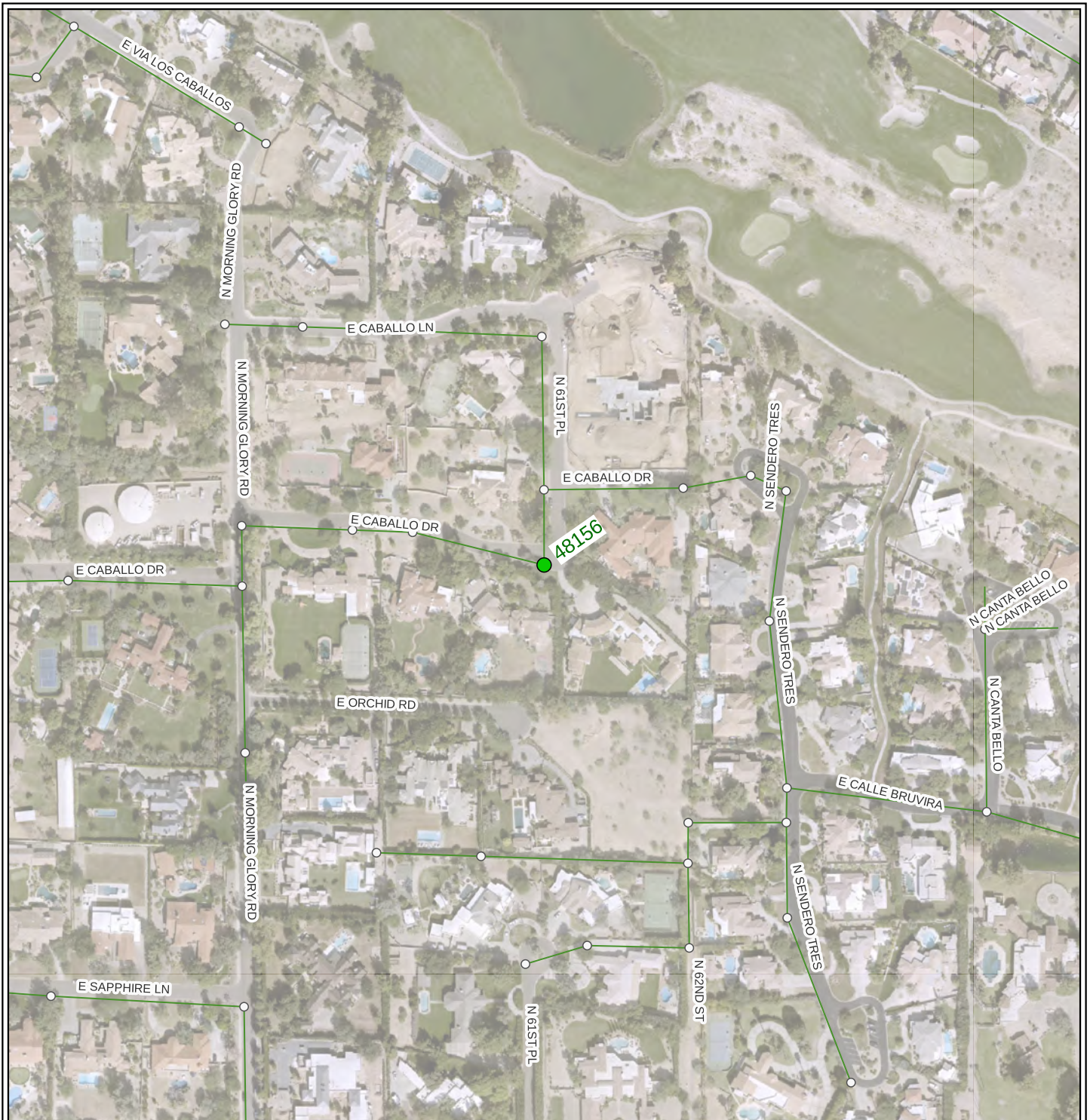
FY26 SEWER REHAB

5 Year CIP MHs

- FY 2023
- FY 2024
- FY 2025
- FY 2026
- FY 2027

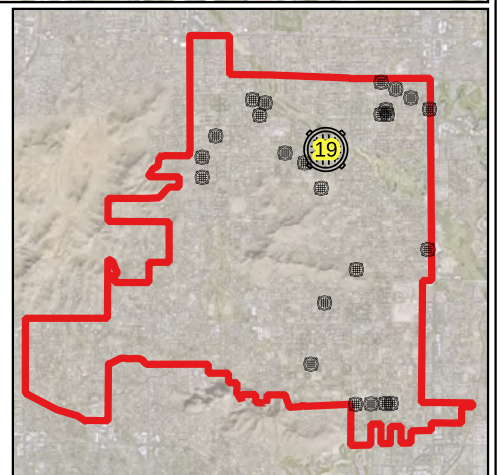
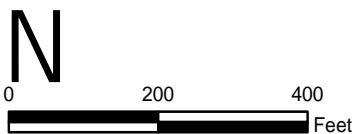
- PV Sewer Manholes
- PV Sewer Pipes
- PV City Limits
- ⊗ Manhole Location





FY26 SEWER REHAB

- 5 Year CIP MHs
- FY 2023
- FY 2024
- FY 2025
- FY 2026
- FY 2027
- PV Sewer Manholes
- PV Sewer Pipes
- PV City Limits
- ⊗ Manhole Location



**ATTACHMENT 3
TO
JOB ORDER NO. 1**

PAYMENT AND PERFORMANCE BONDS

See the following pages.