



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

NESBITT CONTRACTING CO, INC.
JOC CIVIL CONSTRUCTION SERVICES

This Linking Agreement for Cooperative Purchase (this “**Agreement**”) is made and entered into on this ____ day of May, 2026 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Nesbitt Contracting Co, 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 June 23, 2023, after a competitive procurement process, Pinal County entered into Job Order Contracting No. 233828ROQ 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 June 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 \$250,000 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 Pinal County. To the extent needed to fulfill the purpose of this Agreement, all references to Pinal County 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 Pinal County, 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 Pinal County, 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: Nesbitt Contracting Co, Inc.
100 South Price Road
Tempe, AZ 85288
Attn: Joe Chavez, President

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”

NESBITT CONTRACTING CO. INC.,
an Arizona corporation

Signature

Name

Title

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

NESBITT CONTRACTING CO, INC.
JOB ORDER CONTRACTING

**EXHIBIT A
BASE AGREEMENT**

See attached: Job Order Contracting Master Agreement 233828ROQ, dated June 23, 2023.

**Contract 233828ROQ
JOC Civil Construction Services**

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Nesbitt Contracting Co., Inc., (Contractor), whose primary address is 100 South Price Road, Tempe, AZ 85288.

1. **CONTRACT TERM.** The resultant contract term will commence on June 28, 2023, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.
3. **CONTRACT TYPE.**

Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document for each job order, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

Contractor will visit those physical locations where the priced work is to be carried out for each job order and to understand and account for local conditions that might affect the work, and will review, verify, and interpret for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.



4.2 All-Inclusive Pricing.

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.
5. TIME OF COMPLETION. Contractor covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Job Order.

6. INVOICING AND PAYMENTS.

6.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized cost as outlined in the Job Order Proposal

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

- 6.2 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed five (5) percent.
- 6.3 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, the County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of

the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

- 6.4 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:
- a. Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
 - b. Waiving the right of the County to require the fulfillment of all the terms of the Contract.
- 6.5 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of Work.
- 6.6 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days after;
- a. Completion and acceptance of the Work;
 - b. Presentation of a properly executed invoice;
 - c. Presentation of a fully executed Certificate of Performance provided by the County; or
 - d. Consent of Contractor's surety, if any.
- 6.7 No Invoice Without Authorization. Contractor shall not seek payment for any:
- a. Charges or fees not delineated in the contract.
 - b. Materials or services that have not been authorized on a purchase order.
 - c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
 - d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.
- 6.8 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.
- 6.9 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

- 6.10 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.
- 6.11 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.
- 6.12 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
7. **ARIZONA LAW.** This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
8. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
9. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
10. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
11. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

12. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

13. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

14. NO WAIVER. Either party’s failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

15. CONTRACT ADMINISTRATION AND OPERATION.

15.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	Name: Joe Chavez
Address: PO Box 1348 Florence, AZ 85132	Address: 100 South Price Road Tempe, AZ 85288
Title: Procurement Officer	Title: President
Email: Purchasing@Pinal.gov	Email: jchavez@nesbitts.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

15.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of



§ 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

- 15.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 15.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 15.6 Acceptance of Work.
 - a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
 - b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether

stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

15.7 Ownership of Intellectual Property.

- a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

- 15.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 15.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 15.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 15.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 15.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.



- 15.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.
- 15.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 15.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County 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. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 15.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 15.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the

incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

- 15.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 15.19 Work on County Premises.
- a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."
- 15.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 15.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

16. PERFORMANCE OF WORK:

16.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchase Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

- a. Contract number along with the Job Order Contractor's name;
- b. Job Order number and date;
- c. The agreed Work and applicable technical specifications and drawings;
- d. The agreed period of performance and, if required by the County, a work schedule;
- e. The place of performance;
- f. The agreed total price for the Work to be performed;
- g. Submittal requirements;
- h. The County's authorized representative who will accept the completed Work;
- i. Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
- j. Such other information as may be necessary to perform the work.

16.2 Job Order Contractor Duties and Obligations.

- a. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The county will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.
- b. Self-Performance by the Job Order Contractor. The Job Order Contractor shall be allowed to bid as a subcontractor for work over \$50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.
- c. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will

supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

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

- d. Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.
- e. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his/her designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.
- f. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

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

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

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

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

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

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Deputy shall be used for traffic control. Pinal County uses Off Duty Management for scheduling of off duty deputies. Contractors must use the following link <https://odm.officertrak.com/Pinal-Co-AZ-SO/auth/signin?next=%2F> to arrange for off duty deputies and view hourly rates.

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

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

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

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

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

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

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his/her designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

- g. Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.
- h. Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

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

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

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

- i. Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.
- j. Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

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

16.3 Owner Rights and Obligations.

- a. Suspension of Work. Owner may order Contractor, in writing, to suspend, delay or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order

necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

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

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

While the County has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 15.2.a. If prior possession or use by the County delays the progress of the Work or causes additional expenses to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

- c. **Other Contracts.** The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.
- d. **Job Order Amendment.** Job Orders may be amended by the County in the same manner as they are issued.
- e. **Job Order Value.** The maximum Job Order value is Two Million Dollars (\$2,000,000), except as provided in A.R.S. § 34-605.

17. JOB ORDER DOCUMENTS.

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

- 17.2 Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use and disclose in any manner and for any purpose shop drawings delivered under this Contract. Shop drawings means drawings submitted to the County by the Contractor showing in detail:
- a. The proposed fabrication and assembly of structural elements;
 - b. The installation (i.e. form, fit and attachment details) of materials or equipment, and
 - c. The construction and detailing of elements of the Work.
- 17.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §17.4 below.
- 17.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be used.
- 17.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- 17.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.
- 17.7 Shop Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.

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

18. CONTRACT CHANGES.

- 18.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 18.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 18.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

19. JOB ORDER CHANGES.



- 19.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes to the Work within the general scope of the Job Order, including changes:
 - a. In the specifications (including drawings and designs);
 - b. In County furnished facilities, equipment, materials, services, or site; or
 - c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

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

- 19.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

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

- 19.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:
 - a. Receipt of a written change order under §18.1 above; or
 - b. The furnishing of a written notice under § 18.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under §18.2 above.

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

- 19.7 Contract Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

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

20. ARS TITLE 34 PROVISIONS.

- 20.1 Individual Job Order Amount. The maximum dollar amount of an individual job order shall be Two Million Dollars (\$2,000,000) or such higher or lower amount prescribed by the County in an action noticed pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as a maximum amount of an individual Job Order. Requirements shall not be artificially divided or fragmented in order to constitute a Job Order that satisfies this requirement.

- 20.2 Subcontractors. If the Contractor subcontracts or intends to subcontract part or all of the Work under a Job Order and if this Contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of Job Orders based on the number of units of standard individual tasks in the Job Order, then:
- a. The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the Work under one or more Job Orders:
 - (1) A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.
 - (2) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.
 - b. If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to, or that has agreed to, do any of the Work included in any Job Order:
 - (1) A copy of the description of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.
 - (2) The number of units of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.
 - (3) The standard unit price for each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.
 - c. The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location

21. RISKS AND LIABILITIES

- 21.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 21.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or

Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. **Minimum Scope and Limits of Insurance.** Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) **Commercial General Liability (CGL).** Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, XCU and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

(3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when such Contractor executes the appropriate sole proprietor waiver form.

(4). Professional Liability (Errors and Omissions Liability), for projects involving a Design Professional. Coverage in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Work of this contract.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

- (1) The Contractor’s policies, as applicable, shall be primary and noncontributory with respect to any self insurance or insurance carried by the County, its agents, officials, or employees. .
- (2) Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project



description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor’s work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County’s right to insist on strict fulfillment of Contractor’s obligations under this Contract.

- f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

21.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers’ compensation laws; and/or
- c. Arise out of a Contractor indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees’ own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

21.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold



harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
- b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
- c. County may elect to participate in such action at its own expense; and
- d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

21.5 Force Majeure.

- a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

21.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

22. WARRANTIES

- 22.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 22.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 22.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 22.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 22.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:
 - (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to

each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)

NOTE: For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.

NOTE: For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

22.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.



- 22.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 22.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 22.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

23. COUNTY’S CONTRACTUAL REMEDIES

- 23.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 23.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 23.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 23.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.
- 23.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor’s non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

24. CONTRACT TERMINATION

- 24.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 24.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 24.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 24.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.
- 24.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:
- a. Comply with any requirement, term, or condition of the contract;

- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

25. CONTRACT CLAIMS

- 25.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.
- 25.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

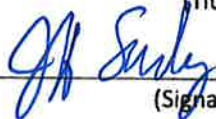
NESBITT CONTRACTING CO., INC.
100 South Price Road
Tempe, AZ 85288

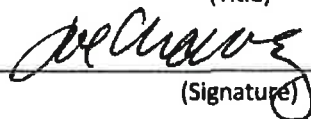
BY: Jeff Serdy
(Name)

BY: Joe Chavez
(Name)

Chairman
(Title)

President
(Title)


(Signature)


(Signature)

DATE: June 7, 2023

DATE: 05/05/2023

Approved as to Legal Content:

 5/11/23
Pinal County Attorney's Office (Date)

Attachment A
Federal Certifications
Addendum for Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # **XX.XXX**
Link to program: XXXX

References:

Code of Federal Regulations (“CFR”), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- Supplemented by the Department of Justice: [2 CFR Part 2800](#)

Federal Grants Financial Guide: [DOJ Financial Guide](#)

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

- (a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:
 - (1) Is incurred specifically for the Federal award;
 - (2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and
 - (3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.
- (b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.
- (c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two

or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

- (d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).
- (e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- (c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
- (d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).
- (g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.

Construction Work. The regulation at 41 CFR § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement. A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 USC §§ 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non-Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:

- (a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements. The regulation at 37 CFR § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity. A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations. When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity. A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.
- (b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Recipient. A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold. The dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

Subaward. An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subcontractor. Legal entity that enters into subcontract with a "Contractor."

Subrecipient. A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination. The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

Federal Grant Provisions:

The following certifications and provisions may be required and apply when Pinal County expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by Pinal County and Pinal County' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. **Termination for Default.** Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the contract in whole or in part for cause due to Contractor's failure to:
 - (a) Comply with any requirement, term, or condition of the contract;
 - (b) Obtain and maintain all required insurance policies, bonds, licenses, and permits;
 - (c) Make satisfactory progress in carrying out the work; or
 - (d) Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

2. **Termination for Convenience.** Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.
3. **Equal Employment Opportunity.** Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:
 - (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

- (b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards <https://www.hud.gov/sites/documents/4010.PDF>

5. Compliance with the Copeland “Anti-Kickback” Act. Pursuant to the Copeland “Anti-Kickback” Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), Contractor agrees as follows during the performance of this contract:
 - (a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.
 - (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.”
6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:
 - (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- (c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - (d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.
- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.
 - (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - (f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- 8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.
- 9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq.*
 - (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
- 10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.*
 - (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - (b) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
- 11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

Contractor agrees to comply with the following during the performance of this contract.

- (a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).
- (b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:

- (a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq.*; and 2 CFR § 200.323) during the performance of this contract.
 - (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.
 - (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).
15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq.*
16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 *et seq.*) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.
17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq.*), as amended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.
18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 *et seq.*), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against “qualified individuals with disabilities.”
20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.

[List here](#)

21. Access to records. The following access to records requirements apply to this contract:
- (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (d) In compliance with the Disaster Recovery Reform Act of 2018, the Pinal County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
 - (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.
23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.

24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

The County has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated Pinal County procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.
26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.



Nesbitt Contracting Co., Inc.

Contractor Name

41458308

Contractor DUNS #

100 S. Price Rd, Tempe, AZ 85288-3118

Address, City, State, and Zip Code+4 (Use the following link if needed: <https://tools.usps.com/go/ZipLookup>)

480-423-7600 jchavez@nesbitts.com

Phone Number and Email Address

Joe Chavez, President

Printed Name and Title of Authorized Representative

A handwritten signature in black ink that reads "Joe Chavez".

05/05/2023

Signature of Authorized Representative

Date

Exhibit A
Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Exhibit B
Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Exhibit C
Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

Exhibit A
Scope of Work (SOW)

The Contractor shall adhere to the following minimum specifications, performance requirements and all terms and conditions within this contract.

1. GENERAL REQUIREMENTS

The County maintains and constructs a network of civil infrastructure. The infrastructure includes, but is not limited to, paved streets, dirt roads, guardrails, parking areas, sidewalks, handicap ramps, curbs, gutters, trails, multi-use paths, park improvements, public utility infrastructure, bridges, culverts and basins. This Job Order Contract (JOC) will be focused on the maintenance repair and construction of such civil work within the public right of way. Work assignments may include but are not limited to, and the successful contractors shall have experience, knowledge and ability to accomplish the following tasks:

- 1.1 Obtain all necessary permits required to complete the job order assignment including, but not limited to; haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
- 1.2 Placing asphalt pavements including full depth sections, overlays, patches and repairs.
- 1.3 Pavement maintenance and rehabilitation including, but not limited to; crack sealing and joint sealing, crack routing and large crack repair, applying various types of surface treatments including fog seal, scrub seal, slurry seal, chip seal, other asphalt rejuvenation methods, milling and/or roadway profiling, saw cutting and removing both asphalt and concrete pavements.
- 1.4 Subgrade preparation including compacting native soil, placing and compacting ABC, millings, soil stabilization and grading.
- 1.5 Earthwork: site rough and finishing grade.
- 1.6 Stamped, painted and thermoplastic decorative asphalt and concrete.
- 1.7 Replacing, removing, retro-fitting and/or placing concrete pavements including curb and gutter, driveways, roadways, handicap ramps, sidewalks, culverts, boxes, hard scape features and brick pavers.
- 1.8 Replacing, removing, retrofitting and/or placing ADA accessible features including handicap ramps and other improvements to meet ADA requirements.
- 1.9 Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
- 1.10 Concrete, asphalt, granite or natural materials bikeways and/or multi-use paths.
- 1.11 Maintaining shoulders including grading, placement of surface treatment and sealing.



- 1.12 Flood Control construction, maintenance and repair items including, but not limited to, bridges, culverts, channels, basins, grading, erosion control, vegetation and sediment removal and concrete structures.
- 1.13 Fabricating, installing, removing, maintaining and surveying traffic control devices listed in the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD, Federal Highway Administration) and the current edition of the Arizona Supplement to the MUTCD (Arizona Department of Transportation). To include, but not limited to, signing and striping including, survey of existing striping and signage, providing and installing project signs, obliteration of striping, layout and installing striping, symbols, raised pavement markers and signage, traffic control signal systems including traffic signals and equipment, traffic loop detection, vaults, controllers and warning lights and signs.

2. PROJECT INFORMATION

- 2.1 The successful JOC contractors will have documented established successful work relationships with various qualified subcontractors and knowledge of JOC project delivery methods. The specific work associated with each job order assignment shall be mutually agreed upon and issued by the County.
- 2.2 For any project determined by the County to be appropriate for this Job Order Contract, the County will request that the contractor prepare a scope of work, cost proposal, project schedule and back-up supporting documentation. If acceptable, the County will issue a Job Order Purchase Order, which will specify the cost and completion schedule for that project as agreed by the parties. Although the County anticipates that the JOC contractor will be issued work, the contractor is neither guaranteed a minimum amount of work nor any jobs at all. The county reserves the right and will issue job order assignments based on the ability of the contractor to meet the County's work schedule and the availability of trades and expertise in relation to each project.
- 2.3 All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments (MAG), Standard Specifications and Details for road and Bridge Construction published by Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), and the construction documents (plans and specifications) associated with each Job Order assignment.

3. WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuances of a formal, written Job Order Purchase Order as follows:

- 3.1 As the need exists (as determined by the County) for performance under the terms of this Contract, the County will notify the Contractor of an existing requirement.
- 3.2 Upon the receipt of this notification, Contractor shall respond within two (2) working days, or as otherwise agreed, by:
 - 3.2.1 Visiting the proposed site in the company of County staff, or;



- 3.2.2 Establishing contact with the County to further define the scope of the requirement.
- 3.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the tasks unless Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Contractor will so notify the County in a timely manner.
- 3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.
- 3.5 Contractor's complete proposal shall be submitted within ten (10) working days unless otherwise agreed.
- 3.6 Upon receipt of the Contractor's proposal, the County will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule and all other terms, prior to issuance of a Job Order Purchase Order.
- 3.7 In the event the County does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the County is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

4. SCHEDULING OF WORK

- 4.1 For each Job Order Purchase Order, the County will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date of the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of the Contractor. Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order Purchase Order. The period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Contractor considers the Work complete and ready for its intended use, Contractor shall request the County inspect the Work to determine the status of completion. A minimum of 30 days prior to Final Completion the Contractor, in conjunction with the County, shall prepare a comprehensive list of Punch list items, which the County may edit and supplement. The Contractor shall 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 the Contractor to complete all Work in accordance with the Contract Documents. Items on the Punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list. Two year warranties required by the Contract documents shall not commence until the date of Final Completion unless otherwise provided in the Contract.
- 4.2 Job placement of materials and equipment shall be made with a minimum of interference to County operations and personnel.
- 4.3 Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Contractor at no cost to the Owner or the County.



4.4 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods shall be submitted to the County for prior approval.

5. QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Contractor shall submit, for County approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with County inspectors.

6. DESIGN

6.1 In accordance with the provisions of ARS §34-602 & 603, the County may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project. In rare instances the County may require the Contractor to contract with a Design Professional for architectural or engineering design of a Project.

6.2 Whether the County or the Contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.2.1 The Design Professional will provide administration of the Work. The County and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.2.2 The Design Professional will visit the Site at intervals appropriate to the state 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 County informed of progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work.

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

6.2.4 All drawings produced for projects under this Contract are the property of the County and are owned in whole by the County for any and all future use and consideration.

7. PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity and proximity to agency right-of-ways will determine the specific as-built requirements for each individual project. The Contractor shall assume that they must satisfy the as-built requirements of the County as the permitting agency project owner unless otherwise determined by the County at the time of the job order award that project as-builts will not be required.



PINAL COUNTY

- 7.2 To satisfy the requirements of Pinal County as the permitting agency, the Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed conditions of all grading, drainage, hardscape and underground utility civil improvements.
- 7.3 To satisfy the requirements of the County as the owner, the Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. As-built plans shall show all differences between design and actual construction and shall include differences in lengths, widths, heights, locations, alignments, elevations, slopes, shapes, quantities, materials, etc. wherever construction differs from design by more than the allowed tolerance or where there are differences in materials, color, consistency etc. The Contractor shall submit the as-built documents to the Job Order project manager for review, correction and approval sufficiently in advance of Final Completion.

8. UTILITY COMPANY COORDINATION

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

9. TEMPORARY SANITATION FACILITIES

- 9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated and kept clean at all times.
- 9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

10. DUST CONTROL AND WATER

- 10.1 The dust control measures shall be used in accordance with the requirements of the Pinal County Air Quality Control District Code of Regulations. Water or other approved dust palliative shall be applied in sufficient quantities during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the County has received a copy of the Contractor's Dust Control Permit and Plan.
- 10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal County Air Quality Department in person at 85 N. Florence St. Florence, AZ 85132; online at <https://www.pinal.gov/305/Air-Quality> or by phone at 520-866-6929.



PINAL COUNTY

- 10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the County.
- 10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

11. WORK BY OWNER

- 11.1 The County reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the contract.



Attachment B-6
Pricing Matrix

Indirect Cost of the Work	\$1.00 to \$50,000	\$50,001 to \$200,000	\$200,001 to \$500,000	\$500,001 to \$1,000,000	\$1,000,001 to \$2,000,000
Job Order Contractor's Fee (<i>G&A and Profit</i>)	12.00%	11.00%	10.00%	9.00%	9.00%
Payment and Performance Bonds	1.00%	1.00%	1.00%	1.00%	1.00%
Insurance	1.50%	1.50%	1.50%	1.50%	1.50%
Total Indirect Cost %	14.50%	13.50%	12.50%	11.50%	11.50%
Labor Burden Multiplier % (<i>on employee's base hourly wage rate</i>)	50%	50%	50%	50%	50%



B-4 SUPPLIER CONTACT INFORMATION



Supplier Contact Information

JOC Civil Construction Services #233828ROQ

Supplier Name: Nesbitt Contracting Co., Inc.

Street Address (Line 1): 100 South Price Road

Street Address (Line 2): _____

City: Tempe **State:** AZ **Zip Code:** 85288

Main Office Telephone Number: 480.423.7600 **Alternate Number:** 602.339.5367 (Joe Chavez Cell)

Website: www.nesbitts.com

Contacts:

Direct questions regarding solicitation proposal to:

Name / Title: Joe Chavez, President

Role/Responsibilities: Executive commitment for this contract, authorized signer

Telephone Number: 480.423.7600 **Alternate Number:** 602.339.5367 Cell

E-mail Address: JChavez@nesbitts.com

If awarded, direct Sales questions to:

Name / Title: Casey Horn, Program Director / Pre-Construction Director

Role/Responsibilities: County's first point of contact to initiate new job orders, oversees all work

Telephone Number: 480.423.7600 **Alternate Number:** 480.278.1569 Cell

E-mail Address: CHorn@nesbitts.com

If awarded, direct Contract and Renewal questions to:

Name / Title: Joe Chavez, President

Role/Responsibilities: Executive commitment for this contract, authorized signer

Telephone Number: 480.423.7600 **Alternate Number:** 602.339.5367 Cell

E-mail Address: JChavez@nesbitts.com

If awarded, direct Accounting questions to:

Name / Title: Susan Schildkraut Peters, CPA, CFO

Role/Responsibilities: Oversees our Accounting (AP, AR, and Contracts) and HR Departments

Telephone Number: 480.423.7615 Direct **Alternate Number:** 602.369.8375 Cell

E-mail Address: SPeters@nesbitts.com

Solicitation Attachment B-4/Contract Exhibit C

233828ROQ JOC Civil Construction Services

Questionnaire – 233828ROQ Attachment B-5 Questionnaire (Q-58IM)

1.1 Question Set - Capacity of the Offeror / Qualifications and Experience of Contractor

- 1.1.1 Provide a general description of all services provided by the Contractor or team that is proposing to provide JOC services. Indicate all services provided by each team member. Include information for any specific subcontractor to be utilized for all work of a certain type.

"1. GENERAL DESCRIPTION:

Nesbitt Contracting Co., Inc. (Nesbitt) is a local general engineering contractor specializing in streets, heavy highway, and civil/sitework, with a focus on alternative project delivery method (APDM) and complex, schedule-intensive projects. Our team of veteran construction professionals takes great pride in the company's history of building, improving, and restoring Arizona's network of transportation and civil infrastructure since 1955.

Nesbitt self-performs the majority of project scopes, including: asphalt milling, paving, Cold in-Place Recycling (CIR), pulverization; pavement overlays; ADA improvements; concrete pavements, structures, and drainage systems; earthwork, grading, and subgrade stabilization; minor underground utilities (wet/dry); aggregate recycling; and demolition.

****JOC EXPERTS****

We enjoy JOC delivery and have made it our main focus, guiding how we:

- > Structure our company and staff project teams.*
- > Leverage the technical construction expertise of our superintendents in pre-construction reviews.*
- > Self-perform a wide breadth of scopes and maintain a large and diverse fleet of in-house equipment to service JOC work.*
- > Reserve ample resources so that we can provide rapid response to new requests and simultaneous job orders.*

****WORKING WITH THE CENTER FOR JOC EXCELLENCE (CJE)****

Our project leadership and management team is active in the nation's leading professional association for JOC resources, best practices, education, and collaboration. This includes our executives, pre-construction personnel, and project manager.

We are committed to continuous learning, growth, and improvement in JOC construction, our preferred project delivery method.

2. TEAM MEMBERS & SERVICES:

<<< PLEASE SEE ATTACHMENT : PROJECT ORGANIZATIONAL CHART >>>

(Uploaded to the ""Supplemental Information"" section)

Nesbitt will serve as the Prime JOC Contractor for this contract, self-performing a majority of the work with our own forces.

***AARON LUCCHESI (VICE PRESIDENT / PROJECT SPONSOR) Oversees and supports our team throughout the entire project and takes personal accountability for Nesbitt's overall performance.*

***CASEY HORN (PROJECT DIRECTOR / PRE-CONSTRUCTION DIRECTOR) Leads our team in the production of all pre-construction deliverables and closely monitors construction to ensure the County's total satisfaction.*

***CHARLIE BABICH (CHIEF ESTIMATOR) Leads cost estimating, options and alternatives analysis, GMP preparation, and subcontract administration. Provides timely cost information for best-value decisions.*

***MIKE MONOSCALCO (PROJECT MANAGER) Leads our project management efforts: project administration; cost, schedule, and document control; and construction management. Supports the construction team in successfully executing the work plan through project closeout.*

***CARTER MCKINNEY (PROJECT SUPERINTENDENT) Leads on-site daily construction operations. Oversees Nesbitt crews and all subcontractors. Responsible for ensuring we achieve production and schedule goals, maintain the highest quality, and work safely at all times.*

3. SPECIFIC SUBCONTRACTORS: None at this time. In accordance with state statutes, Nesbitt utilizes a multi-step subcontractor selection plan that combines qualifications and pricing to achieve the best value for each project. We will follow this process in procuring subcontractors for this contract and individual job orders."

1.1.2 Describe the Contractor's management and organizational abilities.

"1. JOC PRE-CONSTRUCTION PROCESS:

1. Receive new job order request (Task Leader: Project Director)

2. Hold Project Kick-off with the County (Task Leader: Project Director; Contributors: Project Sponsor, Project Manager)

> Discuss scope, schedule, and goals and identify all aspects of the work.

3. Conduct field inspection (Task Leader: Project Manager; Contributors: Project Superintendent, Specialty Superintendents)

> Verify quantities.

> Inspect area for any deficiencies that need to be addressed in the scope.

> *Bluestake and pothole if necessary.*

4. *Perform design assistance/project reviews (ENTIRE TEAM! Task Leader: Project Director; Contributors: Project Manager, Chief Estimator, General Superintendent, Project Superintendent, Specialty Superintendents, Key Subcontractors, Safety Director, Project Sponsor)*

- > *Constructability reviews*
- > *Best-value engineering*
- > *Options and sustainable alternatives*

5. *Develop our project approach to eliminate risk and ensure best value (ENTIRE TEAM! Task Leader: Project Director)*

- > *Construction means, methods, and logistics*
- > *Phasing and CPM Project Schedule*
- > *Project Safety Plan (PSP)*

6. *Prepare our comprehensive Price and Scope Package:*

- > *Compile all pre-construction deliverables, with pricing support from the Chief Estimator and technical input from the entire team. (Task Leader: Project Manager; Reviewer: Project Director)*
- > *Review the entire document package, provide final sign-off, and submit package to the County. (Task Leader: Project Sponsor)*

*****JOB ORDER PRICE & SCOPE PACKAGE*****

1. *Open Book GMP Price Proposal:*
 - > *Options & Alternatives (cost/schedule impacts)*
 - > *Back-up documentation for all prices*
 - > *Any non-bid items or contingencies*
2. *Performance & Payment Bond*
3. *Proposed Subcontractors*
4. *Work Area Map*
5. *Specifications / List of Details*
6. *CPM Project Schedule*
7. *Long-Lead Item List*
8. *Risk Assessment Plan*
9. *Phasing Plan*
10. *Staging Yard Map*
11. *Utility Coordination Plan*
12. *Permit, ROW, TCE List*
13. *Work Hours*
14. *Traffic Control Plans*
15. *Public Notification Plan*
16. *Project Safety Plan & Job Hazard Analyses*
17. *QA/QC Plan*
18. *Emergency Contacts*

7. Prepare submittals for Owner review, discussion, and approval (Task Leader: Project Manager; Reviewer: Project Director)

8. Acquire all necessary permits: Dust Control, SWPPP, NOI, ROW, Traffic Control (Task Leader: Project Manager; Contributors: Project Engineer; Reviewer: Project Director)

2. JOC CONSTRUCTION PROCESS:

****CPM PROJECT SCHEDULE:**

(Task Leader: Project Manager; Contributors: Entire Team + Key Subs; Reviewer: Project Director)

The CPM Project Schedule:

- > Illustrates our comprehensive construction approach to accommodate all concerns and meet the County's milestones.
- > Ties together all activities that could impact the completion timeline.
- > Includes detailed activities and shows duration, float, predecessors and successors, and other information, such as the quantity of work and responsible party for each activity.
- > Is a living document, updated in coordination with the Look-Ahead Schedules throughout construction.

Mike (Project Manager) creates the CPM Project Schedule for each job order. He maintains these schedules throughout construction, supporting the team in completing all activities according to plan:

- > Tracking our activity progress and comparing it against the original CPM schedule.
- > Reviewing our work plan.
- > Adjusting the schedule as needed.
- > Preparing weekly schedule updates for the entire project team, including the County and any affected stakeholders.

****THREE-WEEK LOOK-AHEAD SCHEDULES:**

Carter (Project Superintendent) develops a detailed 3-Week Look-Ahead Schedule for each job order. This provides a clear understanding of all activities and personnel and equipment resources necessary to achieve every critical milestone. He updates the Look-Ahead Schedule weekly throughout construction and shares it with the team at the Weekly Meeting.

****PRE-ACTIVITY MEETING**

(Task Leader: Project Superintendent; Contributors: Project Manager, Construction Team Members, Subs)

- > Held prior to major, complex, or sensitive activities to go over the plan in detail.

****DAILY JOB ORDER QUANTITY TRACKING REPORT**

(Task Leader: Project Superintendent; Reviewer: Project Manager)

- > Prepared daily for review with the County's Inspector.

> Once approved, the finalized form is provided in triplicate to the Inspector, our Project Manager, and our Project Administrator (who logs the form into Nesbitt's online project management network).

> Our Project Manager transfers the approved quantities from each day's form to a master spreadsheet that is provided to the County with our monthly progress billings.

> This allows all parties to verify and track the actual quantities put in place each day and creates a permanent record for accurate billing and transparency.

****WEEKLY PROGRESS MEETING**

(Task Leader: Project Manager; Contributors: Project Team, Owner Team)

> Held weekly with the County's Project Manager, inspectors, subcontractors, quality control representative, and any key project team members and stakeholders.

> Share updated CPM and 4-Week Look-Ahead schedules.

> Discuss project progress and challenges.

> Assign and track to-do items with responsible party.

> Record and distribute detailed meeting minutes.

****MONTHLY JOB ORDER REVIEW / STATUS MEETING**

(Task Leader: Project Manager; Contributors: Project Team, Owner Team)

> Held monthly with the Project Owner's team when we are working on simultaneous job orders within the same JOC program.

> Small group discussions provide space for open dialogue with project owners.

> Allows us to adjust/adapt our JOC processes (such as project reporting and how we document subcontractor usage, pay apps, quantity tracking, etc.) to accommodate the Client's needs and preferences.

****PROJECT CLOSEOUT PROCESS:**

> Project Manager + Project Engineer: maintain all project reporting and documentation, including: permits; QC tests, reports, and logs; as-built drawings; product documentation and O&M manuals; and warranty policy documents from project start-up to completion.

> Project Manager: provides all closeout documents, including final QC reports and final quantity measurements/summaries.

> Project Manager + Project Superintendent: perform a Punch List Walk with the County before project completion. Project Manager: prepares the Punch List and provides it to the County for review. Project Superintendent: oversees completion of any items on the list to the County's approval.

> Project Manager: issues a final letter confirming all corrections have been completed and accepted.

> Project Director + Project Manager: hold a Project Wrap Meeting with the County to discuss how the team performed on goals, what worked, innovations, lessons-learned, and how we can improve."

- 1.1.3 List the Arizona professional and contractor license(s) held by the Contractor. Provide the license number and explain if held by an individual or the Contractor.

*"General Engineering License - Class A
AZ ROC# 074063 (Held by Nesbitt Contracting Co., Inc.)
Expires 06/30/24"*

- 1.1.4 Provide project information where the Contractor provided construction services similar to those listed in Section 1 of the Scope of Work. Identify key personnel involvement in projects. The County may take into consideration the number of Job Order Contracts a company has, the resource investment of the Contractor in current County work, and the amount of previous work recently performed for the County as part of the selection process.

"NESBITT HAS COMPLETED \$230+ MILLION IN JOC, APDM, AND ON-CALL PUBLIC CONSTRUCTION PROJECTS ACROSS ARIZONA.

We bring 18 years of civil JOC experience and have held long-term on-call concrete repair and paving maintenance contracts for ADOT and other public owners throughout the Valley since the 1980s.

We enjoy the JOC method and have made it our main focus. It instructs the way we:

- > Structure our company and staff our project teams.*
- > Leverage the technical construction expertise of our superintendents in pre-construction reviews.*
- > Self-perform a wide breadth of scopes and maintain a large and diverse fleet in-house equipment.*
- > Reserve ample resources to provide rapid response to new requests and simultaneous job orders.*

1. NESBITT'S JOC EXPERIENCE HIGHLIGHTS:

PINAL COUNTY DEPARTMENT OF TRANSPORTATION

- > San Tan Heights Paver Replacement JOC Project (Delivered via cooperative contract: Pavement Maintenance & Repair JOC Master Contract (2021-2026))*

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT)

- > Concrete Placement Services JOC (2012-2016)*
- > Concrete Placement Services JOC (2016-2020)*
- > Concrete Placement Services JOC (2020-2025)*
- > Roadway Paving & Stabilization JOC (2008-2013)*
- > Roadway Paving & Stabilization JOC (2021-2026)*
- > Intersection Improvements JOC (2021-2026)*
- > ADA Modernization Services JOC (2018-2023)*

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (FCDMC)

- > Concrete Placement & Repair JOC (2019-2024)*
- > Surface Treatment & Installation JOC (2019-2024)*

ADOT

- > On-Call Statewide Concrete Repair & Replacement Services (continuously maintained 2003-2023)*
- > On-Call Statewide Milling and Asphalt Replacement Services (continuously maintained 2010-2023)*

CITY OF SCOTTSDALE

- > Citywide Heavy Site/Civil Construction JOC (2005-2010)*
- > Citywide Heavy Site/Civil Construction JOC (2011-2016)*
- > Citywide Heavy Site/Civil Construction JOC (2016-2021)*
- > Citywide Heavy Site/Civil Construction JOC (2021-2026)*

CITY OF PHOENIX

- > Portland Cement Concrete Repairs JOC (2016-2019)*
- > Right-of-Way Pavement Restoration JOC (2012-2017)*
- > Pavement, Concrete & Storm Drain JOC (2006-2011)*

CITY OF PEORIA

- > Pavement Maintenance & Repair JOC (2017-2021)*
- > Pavement Maintenance & Repair JOC (2022-2027)*
- > Citywide Civil/Site Work JOC (2022-2027)*

CITY OF CHANDLER

- > Minor Street Improvements JOC (2019-2023)*
- > Citywide Civil Construction JOC (2007-2008)*

CITY OF MESA

- > Transportation Construction Services JOC (2019-2022)*
- > Transportation Construction Services JOC (2022-2025)*

CITY OF GLENDALE

- > Pavement Contracting Services JOC (2022-2025)*

CITY OF SURPRISE

- > Pavement Maintenance & Repair JOC (2017-2022)*

BROOKFIELD RESIDENTIAL

- > Pavement Maintenance & Repair JOC (2022-2027)*

ARIZONA DEPARTMENT OF TRANSPORTATION

> *Horizontal Job Order Contracting Statewide (2022 - 2023)*

2. KEY PERSONNEL INVOLVEMENT IN JOC PROJECTS:

Our proposed key personnel bring a wealth of experience in JOC and Alternative Project Delivery Method (APDM) work.

<<< *PLEASE SEE ATTACHMENT : KEY PERSONNEL JOC EXPERIENCE TABLE >>>*
(Uploaded to the ""Supplemental Information"" section)"

1.2 Qualifications and Experience of Key Personnel

1.2.1 Identify and list the qualifications and experience of the key people who will be responsible for performing the work under the resulting contract.

"<<< *PLEASE SEE ATTACHMENT : SIMILAR PROJECT EXPERIENCE FOR KEY PERSONNEL >>>*
(Uploaded to the ""Supplemental Information"" section)"

*****AARON LUCCHESI*****

(VICE PRESIDENT / PROJECT SPONSOR)

ROLE: Provides senior-level oversight of Nesbitt's performance throughout the entire CMAR process and commits the company's full backing and resources to ensure success in every aspect of the project.

CAREER OVERVIEW:

Aaron is a local born-and-raised heavy civil construction professional with a career of proven success in pre-construction and project management. He has excelled in positions of increasing responsibility (Project Manager, Senior Project Manager, and JOC Program Director). Today, he is proud to be Nesbitt's Vice President and Co-Owner. Aaron embodies our values and is actively shaping the company's future.

He works closely with the team, promoting excellence in all services, from planning, pre-construction, pricing, construction management, and quality control to stakeholder relations. Aaron encourages creativity and collaboration, helping teams deliver projects with precision and consistency. Devoted to continuous improvement, Aaron has been instrumental in developing and maintaining Nesbitt's impressive portfolio of Alternative Project Delivery Method (APDM) work.

He has extensive local experience in all types of civil construction, with a focus on infrastructure in the public right-of-way: street improvements and widening; AC milling, paving, and rehabilitation; street lighting; traffic signals; traffic calming; ADA compliance; concrete flatwork; multi-use paths; pedestrian improvements; landscaping; concrete structures; storm drain systems and storm retention; and water and sewer improvements.

CAREER TENURE:

18 years total industry experience / 14 years with Nesbitt

EDUCATION: BS, Civil Engineering - ASU

CERTIFICATIONS & TRAINING:

- > Active Member, Center for JOC Excellence*
- > Active Member, ARRA*
- > Maricopa County Dust Control Coordinator*
- > Erosion Control Coordinator*
- > ATSSA Flagger Training*
- > OSHA 30 Hour, First Aid / CPR*

SPECIAL EXPERTISE:

- > Extensive JOC & APDM experience*
- > Drives teamwork, creativity & collaboration*
- > Hands-on leader with field, operations, project management & pre-construction expertise*

****CASEY HORN****

(PROJECT DIRECTOR / PRE-CONSTRUCTION DIRECTOR)

ROLE: Nesbitt's team leader for both Pre-construction and Construction Phases. Works closely with the County and Design Team. Verifies that all work aligns with expectations for quality, schedule, and best-value.

CAREER OVERVIEW:

Casey is an experienced pre-construction professional and Project Director with expertise in a wide variety of civil infrastructure and transportation projects, including an emphasis on alternative project delivery method programs.

He has managed many high visibility projects whose locations are heavily impacted by large volumes of public traffic (pedestrian and vehicular) and densely populated with existing utilities and other potential conflicts, requiring extensive coordination. As a result, his projects often demand comprehensive pre-construction services, rigorous budget management, and detailed construction reviews.

Casey's major focus has been identifying and capturing project efficiencies and delivering challenging projects from concept to completion. He is proficient in navigating the complex and interdependent structure of stakeholders and consultants commonly found on large transportation projects and guiding teams seamlessly through initial start-up, programming, design development, scheduling, estimating, procurement, and construction.

Casey serves as the County's main point of contact from kick-off to final closeout, working closely with the Project Sponsor and Project Manager to continuously prepare for and verify the successful completion of all critical activities.

CAREER TENURE:

16 years total industry experience / 3 years with Nesbitt

EDUCATION: *BS, Construction Management - ASU*

CERTIFICATIONS & TRAINING:

- > Maricopa County Dust Control Coordinator*
- > ATSSA Flagger Training*
- > OSHA 30 Hour, First Aid / CPR*

SPECIAL EXPERTISE:

- > Extensive JOC & APDM experience*
- > Systems + organization management expert*
- > Best value pre-construction expertise: conceptual estimating, GMP Packages, constructability, risk management phasing & scheduling*

*****CHARLIE BABICH*****

(CHIEF ESTIMATOR)

ROLE: Construction pricing expert - leads our conceptual, milestone, and GMP cost estimating process and provides cost feedback regarding options and alternatives. Performs subcontract administration.

CAREER OVERVIEW:

With nearly 40 years of comprehensive, experience in all facets of civil construction, Charlie is a seasoned professional who brings top-level management, estimating, operations, project management, and contract administration expertise to this project. His portfolio includes a variety of CMAR, Design-Build, and JOC projects of all sizes.

Charlie has managed high performing estimating departments throughout his career in the local area.

His work centers on identifying accurate and comprehensive costs for civil engineering and public infrastructure, including projects ranging in value from \$1 million to \$50 million.

Prior to his focus on pre-construction services, Charlie served as an accomplished Operations Manager, responsible for field operations, production, equipment management, estimating and contracts. This experience gives him invaluable first-hand knowledge of construction conditions which ensures his estimates are rooted in real world reality.

CAREER TENURE:

37 years total industry experience / 5 years with Nesbitt

EDUCATION: *Civil Engineering - University of Arizona*

CERTIFICATIONS & TRAINING:

- > *Comprehensive Estimating - University of Minnesota*
- > *AGC - Estimating Supervisory Training Program*
- > *HCSS Software Training*

SPECIAL EXPERTISE:

- > *Focus on JOC & APDM: delivery - Chief Estimator for 15+ JOC programs with hundreds of job orders*
 - > *37 years of experience estimating public works projects across Arizona*
- Focus on APDM: pre-construction & estimating services for 100+ projects*
- > *Construction operations & competitive hard bid market expertise*

*****MIKE MONOSCALCO*****

(PROJECT MANAGER)

ROLE: Project management lead - responsible for logistics planning, project administration, cost control, schedule control, construction management, and consistent coordination and communication with the County throughout construction and final closeout.

CAREER OVERVIEW:

Mike is a longtime Nesbitt team member known for his friendly disposition and attentive, detail-oriented approach to project management. His clients consistently appreciate the care and concern he brings to his work and dedication to meeting their needs. His extensive portfolio of roadway construction, street and pedestrian improvements, drainage facilities and other infrastructure construction gives Mike a valuable understanding of the challenges project owners face and the ability to anticipate and resolve potential issues.

Operating from a service-oriented perspective, Mike takes a proactive and professional approach to stakeholder coordination, using comprehensive planning, meticulous task and schedule tracking, and clear communication to prepare projects for success. He is adept at coordinating with government agencies, utility companies, schools, police/fire facilities, property owners, businesses, developers, and residents.

As Project Manager, Mike transitions projects seamlessly from pre-construction to construction and closeout, utilizing his expertise in: best value analysis; risk prevention; community outreach/PR; permits/ROW acquisition; CPM project scheduling; preparation of budgets, purchase orders, and subcontracts; project meeting management; quantity tracking; schedule updates; job cost reports, cost control, and billings; and closeout documentation and warranty management.

CAREER TENURE:

18 years total industry experience / 14 years with Nesbitt

EDUCATION: BS, Construction Management (Heavy Construction) - ASU

CERTIFICATIONS & TRAINING:

- > Active Member, Center for JOC Excellence*
- > OSHA 10*
- > First Aid / CPR Certification*

SPECIAL EXPERTISE:

- > Extensive JOC & APDM experience as a Project Manager for both pre-construction & construction*
- > Exceptional strengths in stakeholder coordination & project communications*
- > Combines field & office expertise to anticipate & resolve potential issues*
- > Maintains meticulous project records & documentation*

****CARTER MCKINNEY****

(PROJECT SUPERINTENDENT)

ROLE: On-site construction operations lead - oversees jobsite logistics, Nesbitt's self-perform crews, subcontractors, schedule, and production. Upholds quality and safety standards for all work.

CAREER OVERVIEW:

Carter is a seasoned construction professional with over 35 years of local experience in all types of civil construction. His experiences includes major highway, street, intersection, drainage, earthmoving, subdivision, and aviation projects in the public and private sectors.

Carter also brings a wealth of experience working on APDM projects for public owners and is well-versed in the process of utilizing his technical expertise during planning to improve designs and streamline construction methods. During pre-construction, he works with the team to apply construction knowledge for constructability, best value, and option analysis.

He oversees construction and manages our day-to-day field operations. This includes: site management, supervising our crews and subcontractors, administering the safety program, monitoring work production and quality, and maintaining the schedule.

CAREER TENURE:

38 years total industry experience / 18 years with Nesbitt

CERTIFICATIONS & TRAINING:

- > Maricopa County Dust Control Coordinator*
- > ATSSA Flagger Training*
- > CPR, First Aid, AED Certified*

SPECIAL EXPERTISE:

- > Known for his client-focused and community/user-friendly approach to projects*
- > Extremely detailed construction professional*
- > Highly skilled in the development and maintenance of comprehensive project schedules*
- > ""Runs a tight ship"" with the highest standards for on-site safety, neat & clean jobsites & project protocols compliance"*

- 1.2.2 Discuss key personnel and their perspective and experience on partnering, quality control, project scheduling, claims, dispute resolution, changes in Scope of Work, construction safety, value engineering, balancing workloads and ways to reduce costs to the County.

"Our key personnel perform these services on every project:

***PARTNERING:*

We understand the importance of collaborating and partnering in the construction environment. It is essential for team formation, accountability, and the ability to identify all possible project risks. This mindset benefits the entire project by fostering a teamwork for the common goal of achieving a successful project and an enjoyable experience.

All key personnel participate in partnering efforts from pre-construction through construction.

We begin the JOC program and each job order with a Project Kick-Off / Partnering Meeting with the County, Design Team, and key stakeholders to discuss project goals/restrictions, develop the project timeline, and set major pre-construction and construction milestones.

<<< We are proud to have been part of the State Route 88 (Apache Trail) Apache Junction to Forest Road 213 (Tortilla Flat Project), which was recognized for the success of our partnering efforts as a recipient of the 2018 Arizona Transportation Partnering Excellence Award. >>>

***QUALITY CONTROL:*

Nesbitt utilizes a 4-Step Quality Control Process to "Plan, Execute, Review, and Improve."

- 1. Know the plans and specifications*
- 2. Possess the specific experience and ability to produce the required results*
- 3. Focus on personal accountability*
- 4. Hold formal reviews / improvement process*

Carter (Project Superintendent) oversees quality control in the field. He instructs Nesbitt's specialty superintendents and foremen, monitors all work, and identifies any adjustments or corrections needed to ensure all workmanship complies with the specifications and our exacting internal standards. His QC activities include:

- > Ensures all crews have plans, details, specifications.*

- > Documents existing landscaping and other features in the project area and protects/restores all features/improvements to the same or better condition.*
- > Continuously monitors all work for compliance.*
- > Checks our work for proper drainage and ADA compliance.*
- > Rejects any non-compliant work/materials.*

Mike (Project Manager) and our General Superintendent provide oversight and support in the quality control process.

****PROJECT SCHEDULING:**

Mike (Project Manager) leads our team in developing a comprehensive project schedule for each job order that accommodates all special requirements (moratoria, peak/off-peak hours, other nearby construction, special access needs, etc.) and meets the County's milestone goals.

Working collaboratively, we utilize everything we learn about the desired construction timeline during our kick-off process with the County as well as our site investigations, to develop a CPM Project Schedule.

Our entire team—from executive leaders to crews, subcontractors, and suppliers—contributes to the development of our project schedules, ensuring we develop viable approaches and shared accountability.

Throughout construction, Mike's weekly schedule updates help everyone assess manpower, material, and equipment usage and adjust resource allocations if needed.

Mike (Project Manager) creates the CPM Project Schedule for each job order. He maintains this schedule for each job order throughout construction, supporting the team in completing all activities according to plan:

- > Tracking our activity progress and comparing it against the original CPM schedule.*
- > Reviewing our work plan.*
- > Adjusting the schedule as needed.*
- > Preparing weekly schedule updates for the entire project team, including the County and any affected stakeholders.*

Carter (Project Superintendent) develops a detailed 3-Week Look-Ahead Schedule for each job order. This provides a clear understanding of all activities and personnel and equipment resources necessary to achieve every critical milestone. He updates the Look-Ahead Schedule weekly throughout construction and shares it with the team at the Weekly Meeting.

Additionally, Aaron (Project Sponsor) and Casey (Project Director / Pre-Construction Director) monitor the CPM schedules throughout construction, ensuring we stay on target to meet our commitments to the program. They work closely with Mike to determine any necessary adjustments to our methods, resource allocation, or approach to accommodate any challenges and mitigate obstacles before they create delays.

****CLAIMS:**

As evidenced by our zero record, claims are never part of our process.

Nesbitt partners with the County from the inception of each job order; therefore, while we recognize that disagreements may arise, we share the responsibility to ensure project success and prevent claims through open communication, keeping watchful eyes on progress, and utilizing teamwork and creative thinking to develop solutions to challenges.

Aaron (Project Sponsor) leads our claims prevention process.

****DISPUTE RESOLUTION:**

Aaron (Project Sponsor) guides our entire team in dispute resolution by embracing the partnering process (the cornerstone of which is a team-oriented mindset and keeping our "cards on the table" for the best of the project) and supporting and empowering our team members in following the process.

Our key personnel partner with the County from kick-off. While we recognize disagreements might arise, we share the responsibility to create a successful project and prevent claims equally. We accomplish this together through open communication, proactive risk management, closely monitoring schedule progress, and leveraging teamwork to develop creative solutions.

Carter (Project Superintendent) leads the dispute resolution effort in the field. The goal is to resolve any concerns at the lowest possible level.

Casey (Project Director / Pre-Construction Director) and Mike (Project Manager) provide senior support.

For particularly complex challenges, Aaron (Project Sponsor) collaborates with the County's Project Manager to reach resolution quickly. As Nesbitt's Vice President and one of our two Co-owners, Aaron has the authority to resolve any concern to the County's complete satisfaction.

****CHANGES IN THE SCOPE OF WORK:**

We minimize changes by performing thorough site investigation and identifying any potential issues prior to construction. We also perform detailed take-offs to outline expected quantities.

Changes in scope occur only at the County's directive.

In the event the County requests a scope change, Nesbitt provides all pricing in accordance with the contract. Even if the County adds scope to the project, we strive to maintain the original completion date wherever possible.

Mike (Project Manager) manages any requested changes with the County.

Charlie (Chief Estimator) provides pricing.

****CONSTRUCTION SAFETY:**

Carter (Project Superintendent) is the safety lead in the field for Nesbitt and our subcontractors. He supports the creation of our Project Safety Plan (PSP) for each job order, leads daily implementation of the PSP throughout construction, and oversees the safe operations of all project personnel, crews, and subcontractors in the field.

Chris Cronin (Corporate Safety Director) provides support and oversight. He leads the development of the specific PSP for each job order, maintains Nesbitt's Corporate Safety Policy (CSP) and oversees its application, including training and enforcement of our safety standards and best practices.

SAFETY TOOLS:

1. Safety Risk Analysis:

Our project management and construction personnel conduct an in-house Risk Analysis for each job order to identify all factors that could potentially impact the safety of the community, traveling public, or construction crews. This becomes the basis for our approach to the work.

2. Project Safety Plan (PSP):

Our Corporate Safety Director leads the planning and development of our Project Safety Plan (PSP) for the project, with support from Carter and our Project Manager. The PSP reflects the solutions we develop to mitigate the specific safety concerns identified in our Project Safety Risk Analysis. This comprehensive document conforms to our Corporate Safety Policy (CSP) and includes:

- > Site Specific Outline*
- > Safety Officer Assigned to Project (Contact Information & Resume)*
- > Corporate Safety Director & Contact Information*
- > Corporate Safety Philosophy*
- > Accident Prevention Program and Inspections*
- > Hazardous Materials Emergency Procedures*
- > Hazardous Communication Program*
- > Confined Space Program*
- > Excavation, Trenching and Shoring Program*
- > Lockout/Tag-out Procedures*
- > Safety Training and Education Program*
- > Project Medical / First Aid Services*
- > Personal Protective Equipment Program*
- > Personal Health / Hygiene Program*
- > Hazard Communication Program*
- > Accident Reporting of Recordable Incidents*
- > OSHA Inspections Record*
- > Emergency Vehicle Access Plan*

3. On-site Safety Management:

Carter leads safety in the field. He: distributes our PSP to all project personnel and subcontractors; holds safety orientation and training for on-site workers; trains workers to anticipate and actively look for safety concerns; completes Job Hazard Analysis (JHA) worksheets; leads on-site safety meetings (Daily On-site “Stretch and Flex” and Safety Huddle, Weekly Safety Meeting, and Pre-activity and Recap Meetings); performs daily site walks and safety/PPE checks; and checks/maintains traffic control devices.

****VALUE ENGINEERING:**

Casey (Project Director / Pre-Construction Director) leads this process, with support from all key personnel.

Our entire team (Project Manager, Chief Estimator, General Superintendent, Project Superintendent, Specialty Superintendents, Key Subcontractors, Safety Director, and Project Sponsor) participates in design assistance, options analysis, and project reviews:

- > Constructability reviews*
- > Best-value engineering*
- > Options and sustainable alternatives*

Charlie (Chief Estimator) provides cost information for each design, construction approach, and option.

****BALANCING WORKLOADS:**

1. Four-MONTH LOOK-AHEAD RESOURCE SCHEDULE:

We plot all current, programmed, and expected projects on a company-wide Four-Month Look-Ahead Resource Schedule, allowing us to forecast resource demands for the upcoming year and reserve all necessary management, administration, and supervision personnel as well as crews and equipment.

This schedule includes breakdowns for each of our individual self-performing crews—such as milling, asphalt paving, concrete paving or flatwork, concrete structures, utilities/underground, and demolition—along with the specific specialty superintendent or foreman who leads the crew.

Clinton Grout (General Superintendent) maintains this schedule.

Aaron (Project Sponsor) reviews the Resource Schedule with Clinton weekly.

2. WEEKLY PROJECT MANAGERS’ MEETING:

Nesbitt’s Co-Owners, Joe Chavez and Aaron Lucchesi host a weekly meeting with all our project managers where each project manager reviews the current CPM Master Schedule for their respective jobs. We discuss each project’s status and arrange for any adjustments if needed to keep progress in alignment with schedule expectations and milestones. We incorporate the

information from all updated CPM schedules into our company-wide Four-Month Look-Ahead Resource Schedule.

****WAYS TO REDUCE OWNER COSTS:**

Our entire team helps reduce costs through our best-value services (detailed site investigations, effective phasing plans, proper subcontractor management, and quality control).

Performing detailed site research and scope verification at the start is the key to cost control. It allows us to accurately identify all elements of the work and their associated costs.

Our key personnel collaborate in this process:

> Support the County and Design Team in project programming and perform site walks and as-built reviews to thoroughly define the work and prevent scope creep.

> Carefully quantify the work with accurate take-offs in Agtek and field measurements to eliminate cost overruns.

> Eliminate unknowns by potholing utilities, coring to determine existing pavement thickness, performing thorough site investigation.

> Develop cost saving solutions through a series of constructability and design reviews.

> Provide best value analysis, alternatives analysis, construction options, and life cycle cost analysis.

> Provide a guaranteed maximum price (GMP).

Include well-defined contingencies in our earlier GMP proposals (for the County's use).

> Utilize our relationships and reputation in the subcontractor/supplier community and our competitive subcontractor selection plan to secure the best pricing.

USING CONTINGENCIES FOR COST CONTROL:

Our approach protects the County's interests:

- 1. Don't tie up more money than necessary for undefined expenses.*
- 2. Prevent the need for change orders.*
- 3. Protect your control over project funds.*

We track any savings or additions to the project cost or schedule in real time with our Project Change Log, which is distributed and reviewed with the Owner team weekly."

1.3 References

- 1.3.1 Responder shall provide contact information for a minimum of three (3) references who can comment on the company's professional work providing services similar in scope to those required by Pinal County. Provide name, title, phone, email, physical address and number of years working with each reference.

"Nesbitt has provided pre-construction, design-assist, and construction services for these current / recent clients on similar JOC programs, including new, rehabilitation, and repair work for

pavements, concrete flatwork and structures, drainage features, and associated grading and subgrade preparation.

1.

*Kenneth White
District Manager
PINAL COUNTY PUBLIC WORKS DEPARTMENT
85 N. Florence Street, P.O. Box 727, Florence, AZ 85132
520.251.2350
Kenneth.white@pinal.gov*

We have worked together on similar JOC and civil construction projects for the past 3 years.

2.

*Jack M. Guzman, CJP
Maintenance Program Supervisor, Construction and Materials Division
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT)
2901 W. Durango St., Phoenix, AZ 85009
602.531.5730
Jack.Guzman@Maricopa.gov*

We have worked together on similar JOC and civil construction projects for the past 15 years.

3.

*Matt Manthey
Pavement Management Supervisor
CITY OF MESA
6935 E. Decatur St., PO Box 1466, Mesa, AZ 85211-1466
480.644.3511
Matt.Manthey@Mesaz.gov*

We have worked together on similar JOC and civil construction projects for the past 4 years.

4.

*Melanie Gibson
Project Management Assistant
CITY OF SCOTTSDALE
7447 East Indian School, Suite 205, Scottsdale, AZ 85251
480.312.7649
MGibson@scottsdaleaz.gov*

We have worked together on similar JOC and civil construction projects for the past 6 years."

2.0 Question Set – Method of Approach

- 2.0.1 Describe successful processes your company has developed for the JOC process. Provide specific details and methodology to demonstrate why each process was successful. Include a description of the software system(s) successfully used by your company for project estimating, planning, scheduling and managing construction on JOC projects.

"WE BRING 18 CONTINUOUS YEARS OF EXPERIENCE DELIVERING CIVIL JOC PROJECTS FOR ARIZONA PUBLIC OWNERS SINCE 2005.

During this time, Nesbitt has developed a proven system for JOC success. The following approach, process, and techniques help us generate meaningful value for our clients:

1. ALWAYS BE PREPARED - FLEXIBILITY & RESPONSIVENESS:

Being an excellent JOC Contractor means always being ready for anything and everything.

We are proud to have served as a JOC Contractor for nearly 20 years. Each person in our organization is an important part of our commitment to upholding our values and reputation as a premier Contractor for Job Order Contracting. Everyone (from co-owners, Aaron and Joe, to our equipment shop, to the foremen and crews in the field) understands the particular responsibilities that come with JOC delivery—one of which is never saying no to a challenge.

We have developed our company with the in-house personnel and equipment to service multiple JOC programs simultaneously and our team is prepared with the skills and resources to respond quickly to new requests, emergency work orders, or changing project needs. Our team members are flexible and know how to improvise, reorganize schedules, and mobilize people, equipment, and partners to accomplish emergency tasks at lightening speed. They also have the expertise to install work with no more than a hand-drawn sketch or only verbal direction for guidance.

****NESBITT IS SPECIFICALLY STRUCTURED TO OFFER UNPARALLELED JOC SERVICE AND VALUE.****

These key elements allow us to be flexible and responsive and maintain maximum control over project budgets, schedules, and work quality:

> Employ experienced, cooperative superintendents who bring real value to the pre-construction process.

> Maintain a large fleet of company-owned equipment and in-house transportation to meet project needs.

> Self-perform a wide variety of scopes, eliminating dependence on subcontractors.

> Cross-train both our ""office"" and ""field"" personnel in multiple skills, creating the flexibility to utilize team members wherever they are needed.

> Provide 24/7 on-call contacts for every project.

> Always leave room in our schedule to accommodate emergency situations.

****RAPID RESPONSE****

Nesbitt is structured to respond and mobilize quickly for new job orders and emergency requests. We identify project goals, assist with scoping and quantities, and develop the plan, schedule, and pricing to hit the ground running. Our large number of construction crews and fleet of company-owned equipment allow Nesbitt to begin work with lightning speed.

2. COLLABORATIVE PRE-CONSTRUCTION SERVICES TO CREATE MAXIMUM VALUE:

Nesbitt leverages our team's vast technical expertise to provide essential design assistance, value engineering, alternatives, and critical path method (CPM) scheduling services. We balance cost, quality, schedule, safety, and community impact factors in the decision-making process to help our clients get the most out of each dollar and achieve all project goals.

We offer a fully-customizable suite of pre-construction services that can be tailored to meet the City's needs.

> Eliminate unknowns by potholing utilities, coring to determine existing pavement thickness, and performing thorough site investigation.

> Develop cost saving solutions through a series of constructability and design reviews.

> Provide best value analysis, construction options, and life cycle cost analysis.

*****NESBITT IS YOUR PROACTIVE JOC PARTNER*****

We plan for everything to ensure project success!

> Clearly define the work.

> Outline all costs.

> Prepare a detailed work plan.

> Identify all critical start-up tasks.

2. RELIABLE PRICING & TOTAL BUDGET CONTROL:

WE OWN THE GMP!

We are responsible for making sure the scope is 100% complete and that we address every possible concern before preparing the final GMP proposal. Us. No one else.

Nesbitt sees fiduciary duty to the Project Owner as a critical function of being a JOC Contractor. Rather than simply take job orders at face value, we engage in a proactive process to truly understand the Project Owner's goals, identify every component of the work that should be considered, and maximize value and savings wherever possible.

Per Nesbitt's JOC Project Delivery Process, our project teams personally take the initiative to do whatever is needed during pre-construction to ensure projects don't face budget overruns. This approach has become a matter of course for our entire company.

Research is our greatest asset. We complete a thorough site investigation during pre-construction for every job order, looking for various factors (such as any damaged areas or drainage issues) that will need to be addressed in our scope of work.

For instance, we flood test project areas to identify any drainage concerns and visit the sites during or immediately after rain events wherever possible to review existing drainage patterns.

Performing detailed site research and scope verification at the start of every project is the key to cost control. This process allows us to accurately identify all elements of the work and their associated costs:

- > Quantify units of work to be completed and perform field-verification.*
- > Pre-survey the project and eliminate unknowns by potholing utilities, coring to determine existing pavement thickness, and performing thorough site investigation.*
- > Perform accurate take-offs in Agtek and field measurements to eliminate cost overruns.*
- > Review and document any existing damaged concrete, pavement, etc.*
- > Examine project tie-in points for smooth transitions.*
- > Collaborate with the Project Owner to ensure the scope is as complete as absolutely possible.*
- > Clearly define the project work hours.*
- > Define all applicable specifications, plans or drawings (if no plans are available, create them).*
- > Develop contingencies to cover any unknowns that cannot be confirmed before starting work.*
- > Utilize our relationships and reputation in the subcontractor/supplier community and our competitive subcontractor selection plan to secure the best pricing.*

We also use contingencies for cost control. Our approach protects the Project Owner's interests:

- > Don't tie up more money than necessary for undefined expenses.*
- > Prevent the need for change orders.*
- > Protect your control over project funds.*

We track any savings or additions to the project cost or schedule in real time with our Project Change Log, which is distributed and reviewed with the Owner's team weekly.

3. KNOW THE SPECIFICATIONS INSIDE & OUT:

Each agency has their own unique combination of specifications, covering everything from the type of streetlight and traffic signal poles to the mandated color and material composition of truncated domes to be installed in their right-of-way, for instance.

We can't take anything for granted. Our entire project team needs to be well-versed in the specific requirements for each individual job order.

As part of Nesbitt's JOC Project Delivery Process, our Project Manager holds an In-House Pre-Construction Meeting with their entire project team for every job order—even small or seemingly ""routine"" ones.

****IN-HOUSE PRE-CONSTRUCTION MEETING**

The meeting includes everyone from the Project Sponsor, Project Director, Safety Director, and Project Engineer to the field team (General Superintendent, Project Superintendent, and any Specialty Superintendents (such as Milling, Paving, or Concrete)).

Our Project Manager verifies everyone has received and reviewed all current project documentation, including:

- > Project plans and specifications*
- > CPM Project Schedule*
- > Permits*
- > Traffic control plans*
- > QA/QC plans*
- > Safety plans*
- > Public relations/outreach program*
- > Blue stake information*

To ensure every member of our team fully understands the project and our plan for success, we discuss everything together:

- > Scope and schedule*
- > Budget*
- > Manpower and equipment needs*
- > Any challenges, critical components, or unusual aspects of the project*

4. EFFECTIVE PROJECT REPORTING & COMMUNICATION METHODS:

****PRE-ACTIVITY MEETING**

- > Held prior to major, complex, or sensitive activities to go over the plan in detail.*
- > Led by our Project Superintendent.*
- > Includes all construction team members, including subcontractors.*

****DAILY JOB ORDER QUANTITY TRACKING REPORT**

- > Our Project Superintendent prepares the report daily for review with the Project Owner's Inspector.*
- > Once approved, the finalized form is provided in triplicate to the Inspector, our Project Manager, and our Project Administrator (who logs the form into Nesbitt's online project management network).*
- > Our Project Manager transfers the approved quantities from each day's form to a master spreadsheet that is provided to Project Owner with our monthly progress billings.*
- > This allows all parties to verify and track the actual quantities put in place each day and creates a permanent record for accurate billing and transparency.*

****WEEKLY PROGRESS MEETING**

- > Held weekly with the Project Owner's Project Manager, inspectors, subcontractors, quality control representative, and any other key project team members and stakeholders.*
- > Led by our Project Manager.*
- > Share updated CPM and 4-Week Look-Ahead schedules.*
- > Discuss project progress and challenges.*
- > Assign and track to-do items with responsible party.*

> Record and distribute detailed meeting minutes.

****MONTHLY JOB ORDER REVIEW/STATUS MEETING**

> Held monthly with the Project Owner's team when we are working on simultaneous job orders within the same JOC program.

> Led by our Project Manager.

> Small group discussions provide space for open dialogue.

> Discussion topics include: current projects, upcoming work, any Owner concerns, any Nesbitt concerns

The Monthly Job Order Review/Status Meeting creates an ongoing opportunity for the Owner to let us know how we are doing throughout the course of their JOC program - what's working, what's not - from a higher management level.

This allows us to continuously adjust/adapt our JOC processes (such as project reporting and how we document subcontractor usage, pay apps, quantity tracking, etc.) and improve the Owner's experience.

5. EMPOWERED TEAM MEMBERS:

Nesbitt's JOC personnel are trained and authorized to personally expedite solutions in the field and keep our job orders on track.

Job orders can be fast-paced with critical time lines, so we trust our team members to make good decisions and keep work on track. Our Project Manager and Superintendents are well-versed in the JOC process and they personally uphold our promise to achieve the County's goals on every project. They know they have the authority to say "yes" to Owner requests and make adjustments in the field as needed. For more complex concerns, they can always reach our executives, Joe and Aaron, directly for immediate support.

6. SELF-PERFORMANCE for a RANGE OF SCOPES:

Nesbitt has the in-house experts and resources to self-perform a wide variety of construction scopes with our own forces. We maintain a diverse team of skilled supervision staff and experienced crews. This allows us to deliver whatever the County needs, when it needs it - whether demo, flatwork, paving, underground, drainage, or structures, etc.

7. ABILITY TO MANAGE CONCURRENT JOB ORDERS: *Nesbitt regularly constructs multiple projects simultaneously. We can manage up to 8 separate job orders concurrently with our other project commitments. As a JOC-focused company, we are organized to be highly flexible and responsive. We have developed specialized systems to provide consistent JOC project management, scheduling, and reporting and we maintain the personnel and equipment resources to fully staff multiple job locations simultaneously.*

SOFTWARE SYSTEMS WE USE FOR PROJECT ESTIMATING, PLANNING, SCHEDULING, AND MANAGING CONSTRUCTION ON JOC PROJECTS:

*****HCSS HeavyBid (Cost Estimating)***

We develop cost estimates within this program, which interfaces with our scheduling software, Microsoft Project, and reduces double-entry between the estimating and project management workflows. Nesbitt utilizes HeavyBid to create custom proposals in the Owner's desired format and produce clear, comprehensive project reports.

*****Microsoft Project (Planning & Scheduling)***

Nesbitt utilizes this program to develop detailed Gantt Chart style Master CPM Project and Look-Ahead Schedules, labeling all activities as critical or non-critical and grouping them under specific Work Breakdown Structure (WBS) levels.

*****Project Management Spreadsheet
(Planning & Project Management)***

Nesbitt designed a custom, multi-tabbed Project Management Spreadsheet to track RFIs, submittals, meeting minutes, and other documentation in detail.

We maintain correspondence logs to track every piece of project-related correspondence, backing up the files to secure, redundant locations daily to protect our clients' project data.

*****Microsoft Teams (Project Management)***

We use this cloud-based platform to coordinate our construction process. It provides a centralized online location for team collaboration, document sharing, task assignment and tracking, and the hosting and recording of virtual meetings, conference calls, and white board sessions.

*****HCSS HeavyJob (Project Management)***

Our supervisors log daily time card entries, diaries, and material installation reports in the field using this software program, which offers flexibility and customization for project reporting, including daily cost and quantity reports."

- 2.0.2 Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the County's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed Subcontractor Selection Plan attached in the designated area in Bonfire.

*"<<< PLEASE SEE ATTACHMENT : SUBCONTRACTOR SELECTION PLAN >>>
(Uploaded to the ""Subcontractor Selection Plan"" section)*

We understand the County's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone.

In accordance with state statutes, Nesbitt utilizes a multi-step subcontractor selection plan that combines qualifications and pricing to achieve the best value for the County on every job order. This approach allows us to deliver the best value for our clients.

ADVANTAGES OF OUR SUBCONTRACTING APPROACH:

- > Far-reaching notification program increases the number of qualified bidders.*

- > Personalized bid assistance levels the field for smaller firms and results in more consistent, accurate bid proposals.*

- > Comprehensive evaluation criteria includes project-specific qualifications for company and key personnel as well as current workload.*

- > The County has input in selection and easy access to open-book bids with back-up information."*

2.0.3 Discuss the Contractor's intention of self-performance for each Job Order Assignment and indicate percentage of self-performance you intend to provide under this contract. Remember that Pinal County requires a minimum of 51% of work be self-performance.

*"<<< PLEASE SEE ATTACHMENT : NESBITT'S SELF-PERFORMANCE CAPABILITIES >>>
(Uploaded to the ""Supplemental Information"" section)*

Nesbitt maintains the in-house expertise, personnel, and equipment resources to self-perform a wide variety of scopes in this JOC program.

We anticipate self-performing approximately 75% of the work with our own forces.

Self-performing the majority of scopes on this JOC with our own forces and equipment gives us unparalleled control over the critical aspects of safety, quality, and schedule and ensures Pinal County receives the maximum value on every job order.

****NESBITT'S SELF-PERFORMED SCOPES INCLUDE:**

- > Utility Locating (potholing)*

- > Demolition/removals*

- > Underground work*

- > Minor wet/dry utility installation, relocation & adjustments*

- > Earthwork (site rough & finish grading and erosion control/repair)*

- > *Subgrade preparation, compaction & grading*
- > *Asphalt milling*
- > *Cold in-Place Asphalt Recycling (CIR)*
- > *AC paving*
- > *Crack seal*
- > *Crack mastic*
- > *Asphalt patching*
- > *Concrete pavements/flatwork (curb & gutter, sidewalks, ramps, driveways, aprons, roadways, concrete pavers & decorative concrete)*
- > *Drainage features (storm systems, scuppers, gutters, valley gutters, drains, pipes, basins, swales, channels, dry wells, catch basins & culverts/headwalls)*
- > *Flood Control construction, maintenance & repair (minor bridge repair & maintenance, culverts, channels, basins, grading, erosion control, vegetation & sediment removal)*
- > *Other concrete structures (walls, abutments, boxes)*
- > *ADA improvements (accessible ramps, warning features, way-making features)*
- > *Bikeways & multi-use paths (concrete, asphalt, granite, natural material)*
- > *Coordination for street light & traffic system removal, relocation & replacement (street lights, traffic signal poles, mast arms, control equipment, traffic signal equipment, loop detectors, detection equipment)"*

2.0.4 Discuss what efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process.

"As a JOC specialist, Nesbitt is well-versed in the process of developing accurate job order pricing and schedules. We are specifically structured to respond to quick turnaround requests and perform multiple simultaneous job orders.

The first step in meeting project budgets is controlling costs with thorough site research and scope verification at the beginning of each job order. This allows us to accurately identify all elements of the work and their associated costs from the start.

Our process includes:

> Guide the County in detailed programming and perform site walks and as-built reviews to thoroughly define job orders and prevent scope creep.

> Carefully quantify the work with accurate take-offs in Agtek and field measurements to eliminate cost overruns.

> Eliminate unknowns by potholing utilities, coring to determine existing pavement thickness, performing thorough site investigation.

> Develop cost saving solutions through our series of constructability and design reviews.

> Provide best-value analysis, construction options, and life cycle cost analysis.

> Provide a guaranteed maximum price (GMP).

Our pre-construction and construction personnel collaborate to develop cost- and time-saving approaches and alternatives to accommodate tight budgets and schedules.

Our field of dependable supervision staff and multiple fully-equipped in-house crews give us the resources to efficiently deliver even the most demanding schedules.

Nesbitt's flexible and responsive approach to job order negotiation always results in a successful plan to meet the client's budget and schedule needs."

2.0. METHOD OF APPROACH

2.0.2. ATTACHMENT: SUBCONTRACTOR SELECTION PLAN

In accordance with state statutes, Nesbitt utilizes a multi-step subcontractor selection plan that combines qualifications and pricing to achieve the best value for the County on every job order.

Nesbitt utilizes a multi-step subcontractor selection plan that combines project-specific qualifications and pricing factors.



1. OUTREACH

- Promote project opportunities across local outlets, including websites, newspapers, newsletters, and local trade associations.
- Distribute our Pre-Qualification Form to all interested firms.

2. PRE-QUALIFICATION

- Pre-qualify firms for the specific project within Nesbitt's extensive Internal Subcontractor Database.
- In addition to general qualifications, we apply critical pass/fail criteria for all interested bidders:
 - **Insurance levels**
 - **Equal opportunity employer**
 - **Drug-free workplace certification**
 - **Safety record**

3. PERSONALIZED BID ASSISTANCE

- Meet with interested subcontractors one-on-one as needed to ensure a successful bidding process and final results:
 - » Review any available project plans and specifications and go over their specific scope.
 - » Ensure each team has a complete understanding of what they will be bidding, including all components within their scope and other requirements for the work.
 - » This helps create consistency across bids so that proposals can be evaluated "apples to apples."
- Discuss the team's current and upcoming workload, key team member availability, and the firm's ability to meet the project's specific deadlines.

4. BEST VALUE BID LIST

- Create a Preliminary Bid List, which includes three or more highly qualified Subcontractors and Suppliers per trade to ensure a best value mix of business types and sizes.
- Submit list to the County for review.

5. PRICE COMPETITION

- Issue comprehensive bid documents to the approved subcontractor and vendor list.
- Host a pre-bid conference.

6. BID EVALUATION + SELECTION

- Document all bids received.
- Determine proposal responsiveness.
- Record bid pricing for each trade.
- Evaluate and score qualifications:
 - **Safety record**
 - **Relevant experience**
 - **Certified SBE status**
 - **Current workload**
 - **Warranty record**
 - **Pre-construction services**
 - **References**
- Combine cost and qualifications to determine final rankings.
- Present our recommendations to the County for review and approval.

1.1. QUALIFICATIONS AND EXPERIENCE OF CONTRACTOR

1.1.4. ATTACHMENT: KEY PERSONNEL JOC EXPERIENCE TABLE

KEY PERSONNEL'S EXPERIENCE WITH SIMILAR JOC + ON-CALL CONSTRUCTION	AARON LUCCHESI Vice President / Project Sponsor	CASEY HORN Project Director / Pre-Con Director	CHARLIE BABICH Chief Estimator	MIKE MONOSCALCO Project Manager	CARTER MCKINNEY Project Superintendent	JOE CHAVEZ Executive Commitment	CHRIS CRONIN Safety Director
PINAL COUNTY DEPARTMENT OF TRANSPORTATION							
San Tan Heights Paver Replacement JOC Project	✓	✓	✓	✓	✓	✓	✓
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT)							
Concrete Placement Services JOC (2012 - 2016) (2016 - 2020) (2020 - 2025)	✓	✓	✓	✓	✓	✓	✓
Roadway Paving & Stabilization JOC (2008 - 2013) (2021 - 2026)	✓	✓	✓			✓	✓
Intersection Improvements JOC (2021 - 2026)	✓	✓	✓			✓	✓
ADA Modernization Services JOC (2018 - 2023)	✓	✓	✓			✓	✓
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY (FCDMC)							
Concrete Placement & Repair JOC (2019 - 2024)	✓	✓	✓	✓		✓	✓
Surface Treatment & Installation JOC (2019 - 2024)	✓	✓	✓			✓	✓
ADOT							
On-Call Statewide Concrete Repair & Replacement Services (continuously maintained 2003 - 2023)	✓		✓			✓	✓
On-Call Statewide Milling and Asphalt Replacement Services (continuously maintained 2010 - 2023)	✓		✓			✓	✓
CITY OF SCOTTSDALE							
Citywide Heavy Site/Civil Construction JOC (2005 - 2010) (2011 - 2016) (2016 - 2021) (2021 - 2026)	✓	✓	✓	✓	✓	✓	✓
CITY OF PHOENIX							
Portland Cement Concrete Repairs JOC (2016 - 2019)	✓		✓			✓	✓
Right-of-Way Pavement Restoration JOC (2012 - 2017)	✓				✓	✓	
Pavement, Concrete & Storm Drain JOC (2006 - 2011)	✓				✓	✓	
CITY OF PEORIA							
Pavement Maintenance & Repair JOC (2017 - 2021) (2022 - 2027)	✓	✓	✓		✓	✓	✓
Citywide Civil/Site Work JOC (2022 - 2027)	✓		✓			✓	✓
CITY OF CHANDLER							
Minor Street Improvements JOC (2019 - 2023)	✓	✓	✓	✓		✓	✓
Citywide Civil Construction JOC (2007 - 2008)	✓				✓	✓	
ADDITIONAL OWNERS							
City of Mesa - Transportation Construction Services JOC (2019 - 2022) (2022 - 2025)	✓	✓	✓	✓		✓	✓
City of Glendale - Pavement Contracting Services JOC (2022 - 2025)	✓	✓	✓			✓	✓
City of Surprise - Pavement Maintenance & Repair JOC (2017 - 2022)	✓	✓	✓		✓	✓	✓
Brookfield Residential - Pavement Maintenance & Repair JOC (2022 - 2027)	✓	✓	✓			✓	✓

1.2. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

1.2.1. ATTACHMENT: SIMILAR PROJECT EXPERIENCE FOR KEY PERSONNEL

AARON LUCCHESI VICE PRESIDENT / PROJECT SPONSOR
SIMILAR JOC PROJECT EXPERIENCE
PINAL COUNTY DEPARTMENT OF TRANSPORTATION • San Tan Heights Paver Replacement JOC Project
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION • Concrete Placement Services JOC (2012-2016) • Concrete Placement Services JOC (2016-2020) • Concrete Placement Services JOC (2020-2025) • Roadway Paving & Stabilization JOC (2008-2013) • Roadway Paving & Stabilization JOC (2021-2026) • Intersection Improvements JOC (2021-2026) • ADA Modernization Services JOC (2018-2023)
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY • Concrete Placement & Repair JOC (2019-2024) • Surface Treatment & Installation JOC (2019-2024)
ADOT • On-Call Statewide Concrete Repair & Replacement • On-Call Statewide Milling & Asphalt Replacement
CITY OF SCOTTSDALE • Citywide Heavy Site/Civil Construction JOC (2011-2016) • Citywide Heavy Site/Civil Construction JOC (2016-2021) • Citywide Heavy Site/Civil Construction JOC (2021-2026)
CITY OF PHOENIX • Portland Cement Concrete Repairs JOC (2016-2019) • Right-of-Way Pavement Restoration JOC (2012-2017)
CITY OF PEORIA • Pavement Maintenance & Repair JOC (2017-2021) • Pavement Maintenance & Repair JOC (2022-2027) • Citywide Civil/Site Work JOC (2022-2027)
CITY OF CHANDLER • Minor Street Improvements JOC (2019-2023)
CITY OF MESA • Transportation Construction Services JOC (2019-2022) • Transportation Construction Services JOC (2022-2025)
CITY OF GLENDALE • Pavement Contracting Services JOC (2022-2025)
CITY OF SURPRISE • Pavement Maintenance & Repair JOC (2017 - 2022)
CITY OF MARICOPA • Edison Road Improvements, Wilson to SR 347 JOC • Pershing Street Improvements JOC
TOWN OF CAVE CREEK • Citywide Heavy Site & Civil JOC (2019)
BROOKFIELD RESIDENTIAL • Pavement Maintenance & Repair JOC (2022 - 2027)

CASEY HORN PROJECT DIRECTOR / PRE-CONSTRUCTION DIRECTOR
SIMILAR JOC PROJECT EXPERIENCE
PINAL COUNTY DEPARTMENT OF TRANSPORTATION • San Tan Heights Paver Replacement JOC Project
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION • Concrete Placement Services JOC (2016-2020) » Merrill Road - Drainage Project » Mews & Sossaman Road - Driveway Improvements • Concrete Placement Services JOC (2020-2025) • Roadway Paving & Stabilization JOC (2021-2026) • Intersection Improvements JOC (2021-2026) • ADA Modernization Services JOC (2018-2023)
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY • Concrete Placement & Repair JOC (2019-2024) • Surface Treatment & Installation JOC (2019-2024)
CITY OF SCOTTSDALE • Citywide Heavy Site/Civil Construction JOC (2016-2021) • Citywide Heavy Site/Civil Construction JOC (2021-2026)
CITY OF PEORIA • Pavement Maintenance & Repair JOC (2017-2021) • Pavement Maintenance & Repair JOC (2022-2027)
CITY OF CHANDLER • Minor Street Improvements JOC (2019-2023) » Intel OBRF - Asphalt Millings Placement » Price Road & Queen Creek Road - Intersection Repairs » McQueen Road & Ocotillo Road Intersection - Pavement Repairs » McQueen Road & Queen Creek Road - Intersection Repairs, Phases I & II / Intersection PCCP Repairs » Paseo Vista Recreation Area - West Side Stormwater Rock Channel Improvements » Downtown ADA Upgrades, Phase 2
CITY OF MESA • Transportation Construction Services JOC (2019-2022) (2022-2025) » Concrete Bridge Deck Repair & Epoxy Overlay » Residential Street Overlays (Broadway & Lindsay) » Guadalupe Road & S. Joslyn - Traffic Signal & Roadway Improvements » Southern Avenue & S. Cheshire - Traffic Signal & Roadway Improvements » Elliot Road, Ellsworth Road to Signal Butte Road - Emergency Sinkhole Repair
CITY OF GLENDALE • Pavement Contracting Services JOC (2022-2025)
CITY OF SURPRISE • Pavement Maintenance & Repair JOC (2017 - 2022)
BROOKFIELD RESIDENTIAL • Pavement Maintenance & Repair JOC (2022 - 2027)

CHARLIE BABICH

CHIEF ESTIMATOR

SIMILAR JOC PROJECT EXPERIENCE

PINAL COUNTY DEPARTMENT OF TRANSPORTATION

- San Tan Heights Paver Replacement **JOC** Project
- Gary Road, Empire Boulevard to Combs/Riggs Road - Roadway Improvements
- Ocotillo Road Improvements, Ironwood to Kenworthy

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

- Concrete Placement Services **JOC** (2016-2020)
- Concrete Placement Services **JOC** (2020-2025)
- Roadway Paving & Stabilization **JOC** (2021-2026)
- Intersection Improvements **JOC** (2021-2026)
- ADA Modernization Services **JOC** (2018-2023)

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

- Concrete Placement & Repair **JOC** (2019-2024)
- Surface Treatment & Installation **JOC** (2019-2024)

ADOT

- On-Call Statewide Concrete Repair & Replacement
- On-Call Statewide Milling & Asphalt Replacement

CITY OF SCOTTSDALE

- Citywide Heavy Site/Civil Construction **JOC** (2016-2021)
- Citywide Heavy Site/Civil Construction **JOC** (2021-2026)

CITY OF PHOENIX

- Portland Cement Concrete Repairs **JOC** (2016-2019)
- Aviation Airside Construction **JOC** (2015-2017)

CITY OF PEORIA

- Pavement Maintenance & Repair **JOC** (2017-2021)
- Pavement Maintenance & Repair **JOC** (2022-2027)
- Citywide Civil/Site Work **JOC** (2022-2027)

CITY OF CHANDLER

- Minor Street Improvements **JOC** (2019-2023)

CITY OF MESA

- Transportation Construction Services **JOC** (2019-2022)
- Transportation Construction Services **JOC** (2022-2025)

CITY OF GLENDALE

- Pavement Contracting Services **JOC** (2022-2025)

CITY OF SURPRISE

- Pavement Maintenance & Repair **JOC** (2017 - 2022)

CITY OF MARICOPA

- Edison Road Improvements, Wilson to SR 347 **JOC**
- Pershing Street Improvements **JOC**

CITY OF BUCKEYE

- Road Construction **JOC** (2015-2017)

TOWN OF CAVE CREEK

- Citywide Heavy Site & Civil **JOC** (2019)

BROOKFIELD RESIDENTIAL

- Pavement Maintenance & Repair **JOC** (2022 - 2027)

ARIZONA DEPARTMENT OF TRANSPORTATION

- Horizontal Job Order Contracting Statewide (2022)

MIKE MONOSCALCO

PROJECT MANAGER

SIMILAR JOC PROJECT EXPERIENCE

PINAL COUNTY DEPARTMENT OF TRANSPORTATION

- San Tan Heights Paver Replacement **JOC** Project
- Gary Road, Empire Boulevard to Combs/Riggs Road - Roadway Improvements
- Ocotillo Road Improvements, Ironwood to Kenworthy

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

- Concrete Placement Services **JOC** (2016-2020)
- Concrete Placement Services **JOC** (2020-2025)

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

- Concrete Placement & Repair **JOC** (2019-2024)

CITY OF SCOTTSDALE

- Citywide Heavy Site/Civil Construction **JOC** (2016-2021) (2021-2026)
 - » Thunderbird Road Improvements, Scottsdale, Hayden
 - » Cholla Street & 84th Street Improvements
 - » 102nd Place Sidewalk Improvements
 - » Mountain View Drive Turn Lanes
 - » Scottsdale Road & Dove Valley Road - Left Turn Lane
 - » Jomax & 116th Street, Westbound Left Turn Lane
 - » Pima Road Culvert Extension
 - » 78th Street Path Relocation
 - » Sidewalk Connections at Thomas/82nd, Hayden/Roosevelt
 - » Palm Lane Chicane Removal
 - » Westworld Rideshare Improvements

CITY OF CHANDLER

- Minor Street Improvements **JOC** (2019-2023)
 - » Redwood Place - Street Improvements
 - » Intel OBRF - Asphalt Millings Placement
 - » Price Road & Queen Creek - Intersection Repairs
 - » McQueen Road & Ocotillo Road Intersection - Pavement Repairs
 - » McQueen Road & Queen Creek Road - Intersection Repairs, Phases I & II / Intersection PCCP Repairs
 - » Paseo Vista Recreation Area - West Side Stormwater Rock Channel Improvements
 - » Downtown ADA Upgrades, Phase 2

CITY OF MESA

- Transportation Construction Services **JOC** (2019-2022)
 - » Sossoman Rd. & Baseline Rd. Improvements
 - » Ellsworth Road & Williams Field Road - Intersection Improvements
- Transportation Construction Services **JOC** (2022-2025)

CITY OF MARICOPA

- Edison Road Improvements, Wilson to SR 347 **JOC**
- Pershing Street Improvements **JOC**

TOWN OF CAVE CREEK

- Citywide Heavy Site & Civil **JOC** (2019)

ARIZONA DEPARTMENT OF TRANSPORTATION

- Horizontal Job Order Contracting Statewide (2022)

CARTER MCKINNEY

PROJECT SUPERINTENDENT

SIMILAR JOC PROJECT EXPERIENCE

PINAL COUNTY DEPARTMENT OF TRANSPORTATION

- San Tan Heights Paver Replacement **JOC** Project
- Gary Road, Empire Boulevard to Combs/Riggs Road - Roadway Improvements

MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

- Concrete Placement Services **JOC** (2016-2020)
 - » Riggs Road, Power Road to Hawes Road

CITY OF SCOTTSDALE

- Citywide Heavy Site/Civil Construction **JOC** (2016-2021)
 - » Mountain View Drive Turn Lanes
 - » Westworld Rideshare Improvements
- Citywide Heavy Site/Civil Construction **JOC** (2021-2026)

CITY OF PHOENIX

- Right-of-Way Pavement Restoration **JOC** (2012-2017)
- Pavement, Concrete & Storm Drain **JOC** (2006 - 2011)

CITY OF PEORIA

- Pavement Maintenance & Repair **JOC** (2017-2021)

CITY OF CHANDLER

- Citywide Civil/Site Work **JOC** (2022 - 2027)

CITY OF SURPRISE

- Pavement Maintenance & Repair **JOC** (2017 - 2022)

CITY OF MARICOPA

- Edison Road Improvements, Wilson to SR 347 **JOC**
- Pershing Street Improvements **JOC**

ADDITIONAL SIMILAR PROJECTS

- PHOENIX-MESA GATEWAY AIRPORT - North Economy Parking Lot Expansion Phase III - CMAR
- MCDOT - Riggs Road Improvements, Recker Road to Power Road
- MCDOT - Lower Buckeye Road Reconstruction, 71st Avenue to 67th Avenue
- CITY OF MESA - Baseline Road Improvements, 24th St. to the Consolidated Canal & Val Vista Drive Roadway Improvements **Winner: 2021 APWA Transportation Project of the Year Award!*
- CITY OF MESA - Arterial Streets: University, Signal Butte, Southern
- CITY OF MESA - Southern Avenue, Greenfield Road to Higley Road
- CITY OF CHANDLER - Gilbert Road Improvements Phase III
- CITY OF CHANDLER - Airport Boulevard Realignment
- CITY OF PEORIA - 83rd Avenue Street & Drainage Improvements, Northern to Dunlap
- Town of Queen Creek - Sonoqui Wash Trail
- SUNCOR - Palm Valley Crossing Phase II - New Streets
- PULTE HOMES - Sun City Festival Ranch Paving Parcels A1-D1 - New Streets

2.0. METHOD OF APPROACH

2.0.3. ATTACHMENT: NESBITT'S SELF-PERFORMANCE CAPABILITIES

HOW SELF-PERFORMANCE BENEFITS PROJECTS

- » Intelligent constructibility reviews and planning resolve challenges during pre-construction—not in the field—saving time, money, and stress.
- » The greatest control over price, quality, and schedule.
- » The fastest possible project start-ups and shortest durations.

Nesbitt self-performs the major scopes for this type of JOC program, typically completing 75 - 85% of the work in-house.



Beautification



Retaining Walls/Barriers



Decorative Concrete



Intersections



Structural Concrete



Box Culverts



Asphalt Paving



Emergency Work



Traffic Calming



Retention Basins



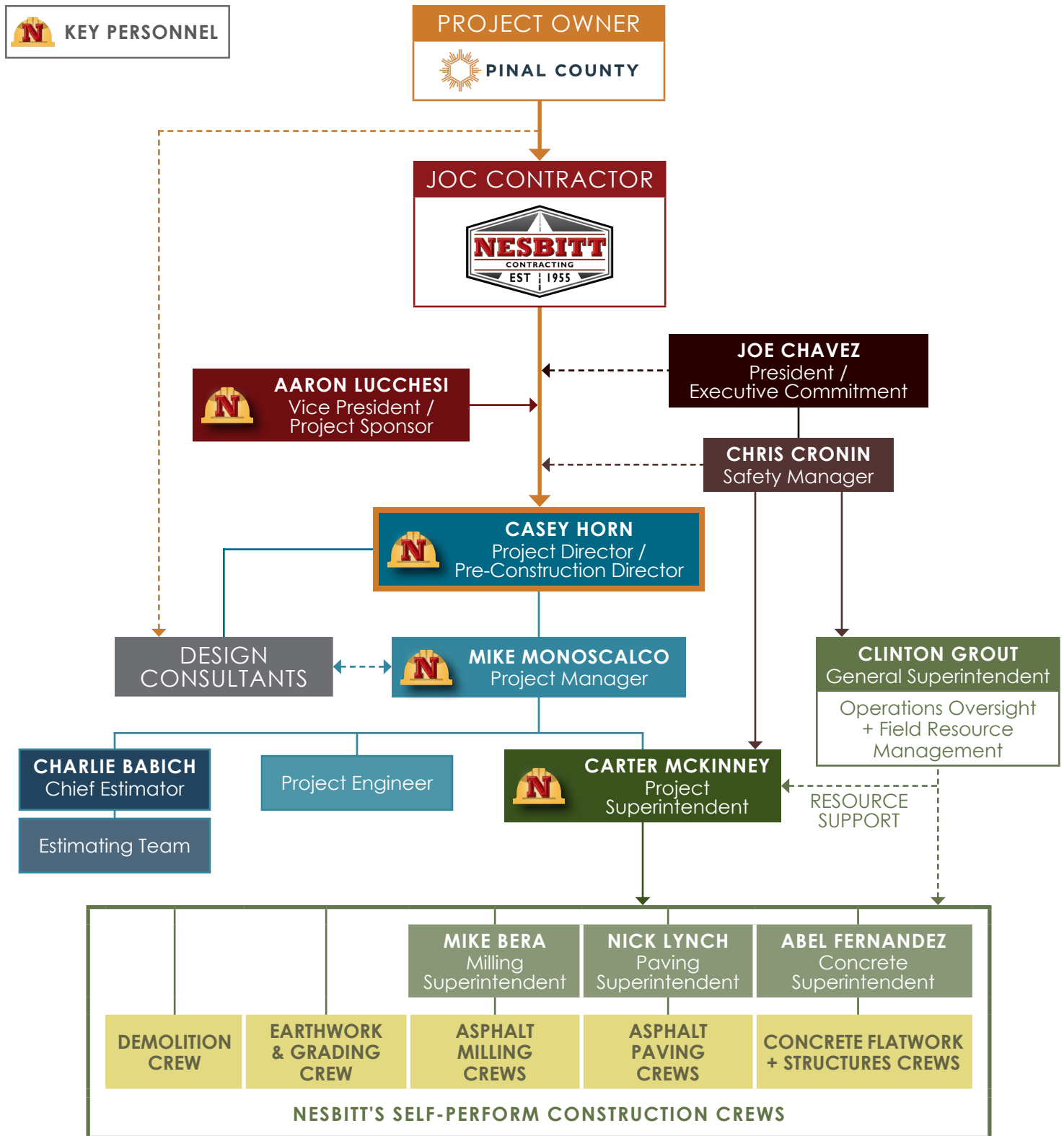
Underground Utilities



Pipe & Structures

1.1. QUALIFICATIONS AND EXPERIENCE OF CONTRACTOR

1.1.1. ATTACHMENT: PROJECT ORGANIZATIONAL CHART



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

NESBITT CONTRACTING CO, 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

Cheney Drive & Las Brisas Intersection Improvements

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 Nesbitt Contracting Co, 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. 233828ROQ, and Pinal County (the “**Base Agreement**”), and of the Town of Paradise Valley Linking Agreement for Cooperative Purchase of JOC Services, No. CON-26-058-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 90 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 \$146,675.

**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:

NESBITT CONTRACTING CO. 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**

Cheney Drive & Las Brisas Intersection Improvements

See the following pages

Date: April 23rd, 2026

Owner: Paradise Valley

Project: Cheney Dr and Las Brisas Intersection

Location: Paradise Valley, Arizona

Contact: Shar Johnson and David Diekman



Nesbitt Contracting Co., Inc. is pleased to submit this proposal for the Cheney Drive & Las Brisas Intersection Improvements. The Cheney Drive & Las Brisas Intersection Improvements project is located at the intersection of Cheney Drive and Las Brisas Lane and focuses on improving roadway transitions and drainage within the project limits.

Work includes sawcutting and removal of existing asphalt pavement and curb, excavation, and subgrade preparation, followed by installation of aggregate base and new asphalt paving to re-establish proper grades. Concrete improvements include construction of new curb, gutter, and valley gutter to enhance drainage and overall intersection performance.

Comprehensive traffic control measures will be implemented throughout construction, with work anticipated to be completed under full closures to safely and efficiently deliver the project. All work will be performed in accordance with Town of Paradise Valley standards, MAG specifications, and applicable requirements.

Project Total \$146,675.00

This proposed amount includes sales tax, bond, insurance, and fees.

Thank you for the opportunity to continue serving Paradise Valley. Please don't hesitate to contact me directly with any questions or comments.

Submitted by,

Brandon Garcia

Manager - Business Development

Nesbitt Contracting Co., Inc.



**HEAVY CIVIL
CONSTRUCTION**



**ASPHALT PAVING &
MAINTENANCE**



**CONCRETE & UTILITY
INFRASTRUCTURE**




**CMAR & JOC
PROJECT
DELIVERY**

CHENEY DR AND LAS BRISAS



BRANDON GARCIA

 602-339-5523

 www.Nesbitts.com

 100 S, Price Rd. Tempe AZ



Nesbitt Contracting Co., Inc.
 100 S. Price Rd.
 Tempe, AZ 85288
 ROC #074063A

TOWN OF PARADISE VALLEY

Project Name: Cheney Drive and Las Brisas Intersection
Project Description: Street Grade Adjustment

Nesbitt Contact: Charlie Babich
 Phone: 602-376-1202
 Date: 4/15/2026

Item No.	Description	Unit	Quantity	Unit Cost	Extended Amount
	MOBILIZATION	LS	1	\$13,000.00	\$13,000.00
	SURVEY	LS	1	\$8,000.00	\$8,000.00
	TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00
	SAWCUT & REMOVE AC	SY	480	\$20.00	\$9,600.00
	SAWCUT & REMOVE ROLLED CURB	LF	160	\$25.00	\$4,000.00
	EXCAVATION	CY	180	\$145.00	\$26,100.00
	SUBGRADE PREP	SY	465	\$10.00	\$4,650.00
	6" AGGREGATE BASE COURSE	SY	465	\$50.00	\$23,250.00
	3" AC (1/2" COP LV)	SY	465	\$55.00	\$25,575.00
	CONC VALLEY GUTTER	SF	556	\$35.00	\$19,460.00
	2' WIDE CONC ROLL BURB	LF	56	\$90.00	\$5,040.00
TOTAL PROPOSAL AMOUNT					\$ 146,675.00
SUBMITTING FIRM		Nesbitt Contracting, Inc.			

Pricing assumes work area can be closed to traffic.

**ATTACHMENT 2
TO
JOB ORDER NO. 1
PLANS AND SPECIFICATIONS**

See the following pages

TECHNICAL SPECIFICATIONS

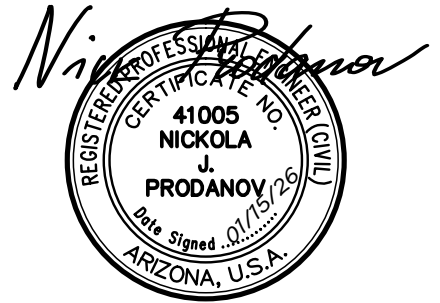
CHENEY DRIVE & LAS BRISAS INTERSECTION (STREET GRADE ADJUSTMENT) PARADISE VALLEY, AZ 85253

Prepared for:

Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

Prepared by:

Land Development Group, LLC
8808 N Central Ave. Ste 288
Phoenix, Arizona 85020
Contact: Nick Prodanov, PE, PMP
P: 602 889 1984
LDG PROJECT #2308267



1. SCOPE OF WORK

Remove and replace sections of existing intersection curbing and asphalt to provide smoother transitions to reduce damage to vehicles.

2. TECHNICAL SPECIFICATIONS FOR CONSTRUCTION NOTES LISTED ON PAVING PLAN SHEET C-4.

Construction Note 1

REFERENCE: MAG SPEC 340.3 CONSTRUCTION METHODS:

Existing concrete shall have a clean vertical edge where it is to be joined by new construction. Sawcutting is required when the existing matching edge is not a straight vertical edge.

Construction Note 2

REFERENCE: MAG SPEC 601.2.7 Pavement and Concrete Cutting and Removal:

Initial asphalt pavement removal shall be clean-cut, Surfacing materials removed shall be hauled from the job site immediately, and will not be permitted in the backfill.

Construction Note 3 thru 5

REFERENCE: MAG SPEC 340.1 & 340.2 Concrete Curb:

The various types of concrete curb, gutter, shall be constructed to the dimensions indicated on the plans and standard detail drawings.

Concrete shall conform to the requirements of Section 725. Concrete class shall be as noted on the standard details.

Expansion joint filler shall be ½-inch thick preformed bituminous material in compliance with Section 729, unless otherwise noted.

Construction Note 6

REFERENCE: MAG SPEC 710.1 Asphalt Concrete:

Asphalt concrete shall be a mixture of asphalt cement and mineral aggregates. Mineral admixture shall be included in the mixture when required by the mix design or by the Engineer. Asphalt concrete shall be produced in accordance with Section 321.

Aggregate base course shall comply with Section 702 unless the use of a different type of material is specifically authorized in the special provisions.

Construction Note 7

General note, so specification to provide.

Construction Note 8

REFERENCE: MAG SPEC 340.1 & 340.2 Concrete:

The various types of concrete curb, gutter, shall be constructed to the dimensions indicated on the plans and standard detail drawings.

Construction Note 9

General note, so specification to provide.

Construction Note 10

General note, so specification to provide.

Construction Note 11

Shall be constructed as indicated on the plans and standard detail drawings.

Construction Note 12

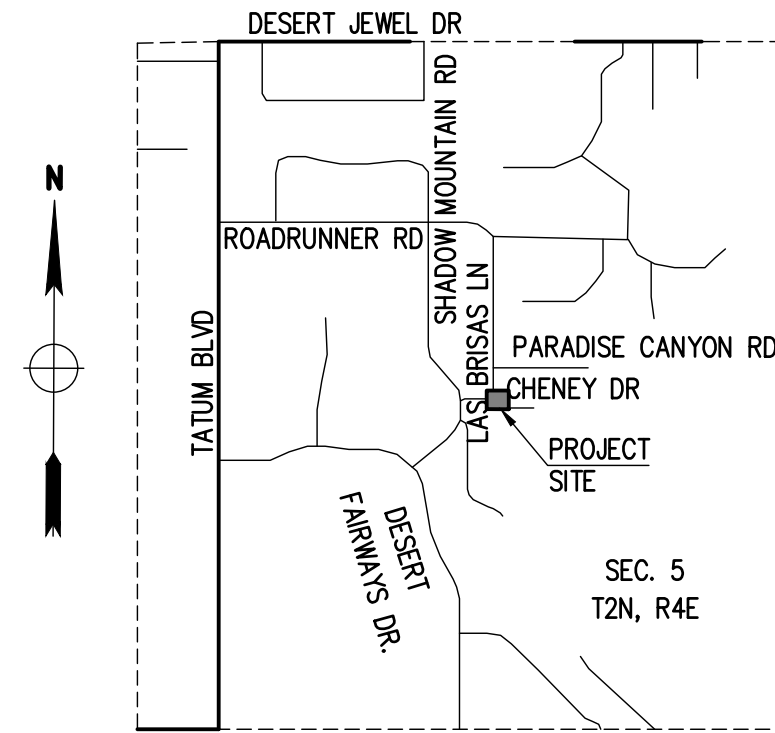
REFERENCE: MAG SPEC 340.3 CONSTRUCTION METHODS:

Existing concrete shall have a clean vertical edge where it is to be joined by new construction. Sawcutting is required when the existing matching edge is not a straight vertical edge.

Construction Note 13

Shall be constructed as indicated on the plans and standard detail drawings.

TOWN OF PARADISE VALLEY IMPROVEMENT PLANS FOR "CHENEY DR AND LAS BRISAS INTERSECTION" STREET GRADE ADJUSTMENT PROJECT NO: 2025-_____



VICINITY MAP NTS
SE 1/4 OF SECTION 5, T.2N, R.4E



OWNER
CONTACT: SAM KAYAT, P.E.
TOWN OF PARADISE VALLEY
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
PH: 480-348-3541
EMAIL: SKAYAT@PARADISEVALLEY.GOV

PROJECT MANAGER
LAND DEVELOPMENT GROUP, LLC
8808 N CENTRAL AVE, SUITE 288
PHOENIX, AZ 85020
CONTACT: NICK PRODANOV, PE
P: 602-889-1984
EMAIL: NICK@LDGENG.COM

ENGINEER
LAND DEVELOPMENT GROUP, LLC
8808 N CENTRAL AVE, SUITE 288
PHOENIX, AZ 85020
CONTACT: NICK PRODANOV, PE
P: 602-889-1984
EMAIL: NICK@LDGENG.COM

APPROVALS

TOWN ENGINEER _____ DATE _____

MAYOR
MARK STANTON

VICE MAYOR
ELLEN ANDEEN-KELLER

TOWN COUNCIL
CHRISTIE LABELLE
KAREN LIEPMANN
SCOTT MOORE
JULIE PACE
ANNA THOMASSON

TOWN ENGINEER
SHAR JOHNSON, P.E.

RECORD DRAWING CERTIFICATION
I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN
HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED AND ARE
CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED ENGINEER/ LAND SURVEYOR _____ DATE _____
REGISTRATION NUMBER _____

BENCHMARK
BRASS CAP IN HAND HOLE AT THE N1/4 CORNER OF SECTION 5, T2N, R4E
HAVING AN ELEVATION OF 1397.43 NAVD 88 DATUM, GDACS# 24502-1M

BASIS OF BEARINGS
THE MONUMENT LINE OF N LAS BRISAS LN, THE BEARING OF WHICH IS N00°00'10"E.

SHEET INDEX
PV-1 COVER SHEET
PV-2 GENERAL NOTES, LEGEND & ABBREVIATIONS
PV-3 CONSTRUCTION STAKING DIAGRAM
PV-4 DRAINAGE PAVING PLAN & PROFILE
PV-5 CENTERLINE PROFILE
PV-6 CROSS SECTIONS
PV-7 DETAILS
PV-8 VERTICAL CLEARANCE EXHIBIT
PV-9 VERTICAL CLEARANCE EXHIBIT

UTILITY & AGENCY CONTACT LIST			
APS	ELECTRIC	RONNIE GANDARA	602-320-7069
BERNEIL WATER CO	WATER	BRAD FOLKMAN	480-966-5804
CITY OF SCOTTSDALE	WATER, SEWER, STORM DRAIN	JULIA CAMPO	480-312-5215
COX	CATV, FIBER OPTICS	JONATHAN MUTCH	480-243-0042
CROWN CASTLE	COMMUNICATIONS, FIBER OPTICS	TODD GILLAM	602-799-0818
CENTURYLINK-LUMEN	COAXIAL, FIBER OPTICS	KEVIN WAGNER, TERRATECH	480-768-4574
SOUTHWEST GAS	GAS	ANDREW SAKS	480-387-9755
ZAYO	COMMUNICATIONS	ALANNA BRUCE JAMES THACKER	713-485-8066

REVISIONS:	SCALE: N.T.S.	DATE: 11/05/25
	DESIGNED BY: NP	JOB: 2308267
	DRAWN BY: ZA	VERSION: 1.1
	CHECKED BY: JJ	PLOT DATE: 11/05/25

**PAVING PLAN
COVER SHEET**

**CHENEY DR AND LAS
BRISAS INTERSECTION
PARADISE VALLEY, AZ 85253**

P. 602.889.1984 | F. 602.445.9492
8808 N CENTRAL AVE., SUITE 288
PHOENIX, AZ 85020
PHOENIX @ LDGENG.COM

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 41005
NICKOLA J. PRODANOV
PE 0000011208
ARIZONA U.S.A.

PV-1
1 OF 9



**GENERAL NOTES (PARADISE VALLEY)
FOR PUBLIC WORKS CONSTRUCTION**

- ALL CONSTRUCTION IN THE PUBLIC RIGHTS-OF-WAY OR IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- THE TOWN ONLY APPROVES THE SCOPE, NOT THE DETAIL, OF ENGINEERING DESIGNS; THEREFORE, IF CONSTRUCTION QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE NOT VERIFIED BY THE TOWN.
- THE APPROVAL OF PLANS IS VALID FOR SIX (6) MONTHS. IF AN ENCRoACHMENT PERMIT FOR THE CONSTRUCTION HAS NOT BEEN ISSUED WITHIN SIX MONTHS, THE PLANS MUST BE RESUBMITTED TO THE TOWN FOR REAPPROVAL.
- A PUBLIC WORKS INSPECTOR WILL INSPECT ALL WORKS WITHIN THE TOWN OF PARADISE VALLEY RIGHTS-OF-WAY AND IN EASEMENTS. NOTIFY INSPECTION SERVICES 24 HOURS PRIOR TO BEGINNING CONSTRUCTION BY CALLING 480-312-5750.
- WHENEVER EXCAVATION IS NECESSARY, CALL THE BLUE STAKE CENTER, 602-263-1100, TWO WORKING DAYS BEFORE EXCAVATION BEGINS. THE CENTER WILL SEE THAT THE LOCATION OF THE UNDERGROUND UTILITY LINES IS IDENTIFIED FOR THE PROJECT. CALL "COLLECT" IF NECESSARY.
- ENCROACHMENT PERMITS ARE REQUIRED FOR ALL WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS GRANTED FOR PUBLIC PURPOSES. AN ENCROACHMENT PERMIT WILL BE ISSUED BY THE CITY ONLY AFTER THE REGISTRANT HAS PAID A BASE FEE PLUS A FEE FOR INSPECTION SERVICES. COPIES OF ALL PERMITS MUST BE RETAINED ON-SITE AND BE AVAILABLE FOR INSPECTION AT ALL TIMES. FAILURE TO PRODUCE THE REQUIRED PERMITS WILL RESULT IN IMMEDIATE SUSPENSION OF ALL WORK UNTIL THE PROPER PERMIT DOCUMENTATION IS OBTAINED.
- ALL EXCAVATION AND GRADING THAT IS NOT IN THE PUBLIC RIGHTS-OF-WAY OR NOT IN EASEMENTS GRANTED FOR PUBLIC USE MUST CONFORM TO CHAPTER 70, EXCAVATION AND GRADING, OF THE LATEST EDITION OF THE UNIFORM BUILDING CODE PREPARED BY THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS. A PERMIT FOR THIS GRADING MUST BE SECURED FROM THE CITY FOR A FEE ESTABLISHED BY THE UNIFORM BUILDING CODE.
- EXCAVATIONS SHALL COMPLY WITH REQUIREMENTS OF OSHA EXCAVATION STANDARDS (29 CFR, PART 1926, SUBPART P). UNDER NO CIRCUMSTANCES WILL THE CONTRACTORS BE ALLOWED TO WORK IN A TRENCH LOCATED WITHIN THE TOWN'S RIGHT-OF-WAY WITHOUT PROPER SHORING OR EXCAVATION METHODS.

TOWN OF PARADISE VALLEY PAVING NOTES

- CONSTRUCTION WITHIN THE TOWN'S RIGHT-OF-WAY SHALL CONFORM TO THE LATEST APPLICABLE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS.
- COMPACTORS SHALL COMPLY WITH M.A.G. SECTION 601.
- OBSTRUCTIONS TO PROPOSED IMPROVEMENTS IN THE RIGHT-OF-WAY SHALL BE REMOVED OR RELOCATED BEFORE BEGINNING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- PAVEMENT REPLACEMENT THICKNESS AND TYPE ARE TO BE PER M.A.G. SECTION 336. (1/2" COP LOW VOLUME MIX - 3" AC ON 6" AB MINIMUM REQUIRED OR MATCH EXISTING, WHICHEVER IS GREATER, CRACK SEAL JOINTS.
CURB AND GUTTER REPLACEMENT SHALL BE A MINIMUM OF ONE (1) FULL SECTION, PER M.A.G. STANDARD DETAIL 220. SIDEWALK REPLACEMENT SHALL BE A MINIMUM OF ONE (1) FULL PANEL PER M.A.G. STANDARD DETAIL 230.
- CONCRETE SIDEWALKS SHALL BE DAVIS SAN DIEGO BUFF COLOR OR APPROVED EQUAL. VERIFY WITH TOWN INSPECTOR FOR REQUIRED COLOR OF CONCRETE PRIOR TO COMMENCEMENT OF THE WORK.
- WATER VALVES AND SEWER MANHOLES SHALL HAVE A BLACK CONCRETE COLLAR.
- TREES AND SHRUBBERY IN THE RIGHT-OF-WAY THAT CONFLICT WITH PROPOSED IMPROVEMENTS SHALL NOT BE REMOVED WITHOUT APPROVAL OF THE TOWN.

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CONTRACT SPECIFICATIONS; PLANS; MAG STANDARD SPECIFICATIONS AND DETAILS; IN THAT ORDER OF PRECEDENCE, AT THE TIME OF CONSTRUCTION BID.
- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS' (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION.
- THE PLANS FOR THIS PROJECT HAVE BEEN REVIEWED FOR COMPLIANCE WITH TOWN REQUIREMENTS PRIOR TO ISSUANCE OF PERMITS. AN APPROVED SET OF PLANS AS WELL AS ALL PERMITS ISSUED MUST BE AVAILABLE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION. THE DESIGN IS APPROVED BY THE TOWN IN SCOPE BUT NOT IN DETAIL. APPROVAL OF THESE PLANS IS FOR PERMIT PURPOSES ONLY, HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE TOWN FROM REQUIRING CORRECTION OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE. CONSTRUCTION QUANTITIES ON THESE PLANS ARE NOT VERIFIED BY THE TOWN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITS NECESSARY FOR SALVAGE OR DISPOSAL OF PROTECTED NATIVE PLANTS, AS SHOWN ON THE LANDSCAPE PLANS, TREES AND SHRUBBERY IN THE RIGHT-OF-WAY THAT CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AS INDICATED ON THE LANDSCAPE PLANS.
- PER THE MARICOPA COUNTY AIR POLLUTION CONTROL RULES AND REGULATIONS ON EARTH MOVING EQUIPMENT PERMITS, NO PERSON SHALL CAUSE OR PERMIT THE USE OF ANY POWER OF MECHANICAL EQUIPMENT FOR COMMERCIAL PURPOSES TO CLEAR, EXCAVATE OR LEVEL LAND, INCLUDING BUT NOT LIMITED TO DEMOLITION, ROAD AND STREET CONSTRUCTION, TRENCHING, VEGETATION REMOVAL, OR ENGAGE IN ANY OTHER EARTH MOVING ACTIVITIES WITHOUT FIRST OBTAINING A PERMIT FROM THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING THE PERMIT.
- CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS AS REQUIRED BY THE TOWN OF PARADISE VALLEY, AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS, INCLUDING NOTICE OF INTENT (NOI), NOTICE OF TERMINATION, AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE NOI AND SWPPP SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
- THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FOR CONSTRUCTION FROM BERNEIL WATER. CONTACT PHOENIX WATER SERVICES TO SCHEDULE ANY RELOCATION OF HYDRANT METERS. CONTRACTORS SHALL NOT RELOCATE HYDRANT METERS.
- CONTRACTOR MUST PROVIDE TO THE TOWN THE LOCATION FOR WASTE MATERIAL AND A LETTER FROM OWNER GIVING PERMISSION FOR DUMPING PRIOR TO STARTING CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN (TCP) PER THE PHOENIX TRAFFIC BARRICADE MANUAL. BARRICADES MUST BE CONTINUALLY MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT IN RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, OR WHEN REQUIRED BY THE TOWN ENGINEER.
 - IF ANY PART OF THE TOP FALLS WITHIN 300' OF A SIGNALIZED INTERSECTION, AN OFF-DUTY OFFICER WILL BE REQUIRED FOR TRAFFIC CONTROL. POLICE OFFICERS CAN BE RESERVED BY SUBMITTING A REQUEST THROUGH OFF DUTY MANAGEMENT'S WEBSITE [HTTPS://ODM.OFFICERTRAK.COM/PARADISE-VALLEY-PD-AZ](https://odm.officetrak.com/paradise-valley-pd-az) OR CALL OFF DUTY MANAGEMENT 24/7 @ (480) 378-1070.
 - A TCP SHALL BE SUBMITTED TO THE ENGINEERING DIVISION AND ACCEPTED A MINIMUM OF THREE WORKING DAYS; 72-HOURS PRIOR TO CONSTRUCTION. AN ACCEPTED TCP WILL BE STAMPED AND A COPY RETURNED TO THE CONTRACTOR. A COPY OF THE ACCEPTED PLAN MUST REMAIN ON THE JOB SITE AT ALL TIMES.
- ALL TRAFFIC SIGN POSTS SHALL BE FOREST GREEN.
- ALL PEDESTRIAN RAMPS SHALL BE FURNISHED WITH DETECTABLE WARNING DOMES IN TERRACOTTA COLOR.

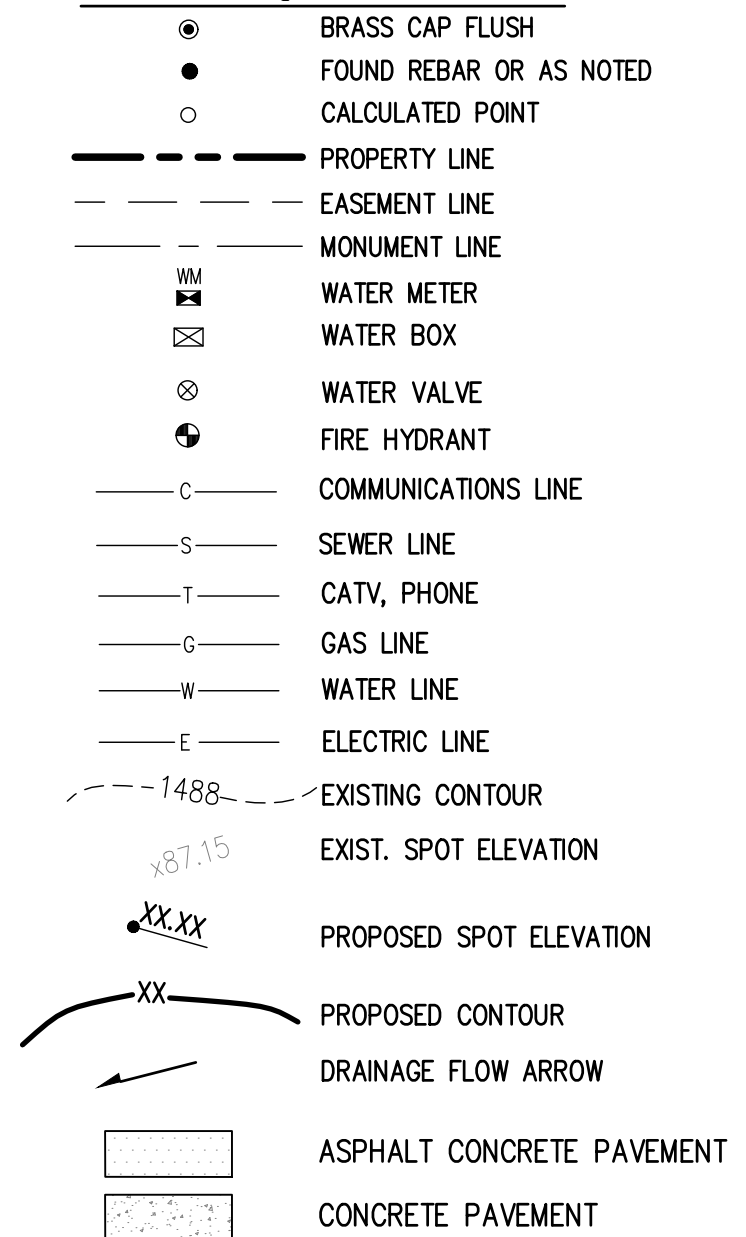
PAVING GENERAL NOTES

- THE TOWN OF PARADISE VALLEY ENGINEERING DIVISION SHALL BE NOTIFIED 24-HOURS PRIOR TO ANY CONSTRUCTION WORK BY TELEPHONE AT (480) 348-3695. ANY WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- WITHIN A PHASE OF THE WORK:
 - OBSTRUCTIONS TO PROPOSED IMPROVEMENTS IN THE RIGHT-OF-WAY SHALL BE REMOVED OR RELOCATED BEFORE BEGINNING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
 - CONSTRUCTION OF SURFACE IMPROVEMENTS SHALL NOT BEGIN UNTIL CONFLICTING UNDERGROUND UTILITY CONSTRUCTION IS COMPLETED AND SERVICE CONNECTIONS TO ALL LOTS WITHIN THE PHASE OF WORK HAVE BEEN ADEQUATELY RELOCATED.
 - IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION, WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT AND TO ADEQUATELY PROTECT AND MAINTAIN ANY SUCH UTILITIES.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR THE RELOCATION AND RELOCATION COSTS OF ALL UTILITIES, AND SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF NIP.
 - RELOCATION OF WATER METERS SHALL BE DONE BY CITY OF PHOENIX OR BERNEIL WATER AFTER PAYMENT OF PREVAILING FEES BY THE CONTRACTOR.
 - RELOCATION OF CITY OF PHOENIX OR BERNEIL WATER FIRE HYDRANTS REQUIRES A SEPARATE PERMIT.
 - THE PROCEDURES AND METHODS USED TO SAMPLE, TEST MATERIALS, AND REPORT TEST RESULTS WILL BE DETERMINED BY THE ENGINEERING DIVISION. FOR ALL PHASES OF CONSTRUCTION, THE TYPE, SCHEDULING, FREQUENCY AND LOCATION OF ALL MATERIALS TESTING AND SAMPLING SHALL BE DETERMINED BY THE ENGINEERING DIVISION. ALL TEST RESULTS SHALL BE REPORTED DIRECTLY (IN WRITING) TO THE ENGINEERING DIVISION. FOR EACH PHASE OF CONSTRUCTION, TEST RESULTS (IN WRITING) MUST BE RECEIVED FROM THE TESTING LABORATORY, PRIOR TO START OF THE NEXT PHASE OF CONSTRUCTION.
 - THE CONTRACTOR SHALL CONTACT BLUE STAKE (602) 263-1100 PRIOR TO CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CURRENT BLUE STAKE MARKINGS THROUGHOUT CONSTRUCTION.
 - EXISTING OR NEWLY DAMAGED AND/OR DISPLACED CONCRETE CURB, GUTTER, SIDEWALK, OR DRIVEWAY SLAB THAT IS WITHIN THE RIGHT-OF-WAY SHALL BE REPAIRED OR REPLACED, AS NOTED BY TOWN INSPECTORS, BEFORE FINAL ACCEPTANCE OF THE WORK.
 - ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND. DURING CONSTRUCTION OPERATIONS, HEAVY EQUIPMENT MAY CROSS EXISTING OR PROPOSED PIPE. IN THIS CASE, AN EARTH FILL SHOULD BE CONSTRUCTED TO AT LEAST THREE-FOOT ABOVE PIPE. THE FILL MUST BE SUFFICIENT TO PREVENT THE LATERAL DISPLACEMENT OF THE PIPE.
 - THE ACTUAL POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY SHALL BE DETERMINED IN THE FIELD BY THE TOWN OF PARADISE VALLEY ENGINEERING DIVISION INSPECTOR.
 - IN ALL AREAS WHERE NEW CONSTRUCTION OF CURB, GUTTER, SIDEWALKS, AND DRIVEWAYS IS REQUIRED, AND THE TESTING LABORATORY DETERMINES THE EXISTING GRADE TO CONSIST OF SOILS WITH SWELLING CHARACTERISTICS, THE MOISTURE CONTENT SHALL BE BROUGHT AS CLOSE AS POSSIBLE TO OPTIMUM REQUIRED FOR COMPACTION BY THE ADDITION OF WATER, BLENDING OF DRY SUITABLE MATERIAL OR BY DRYING OF EXISTING MATERIAL. THE MATERIAL SHALL THEN BE COMPACTED TO MEET MAG STANDARD SPECIFICATIONS.
 - ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO COMPLETION OF PAVING OR RELATED CONSTRUCTION.
 - UNLESS OTHERWISE NOTED, PIPE TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH MAG SPECIFICATIONS.
 - ALL EXISTING DRIVEWAYS SHALL BE GRADED TO MATCH THE NEW WORK IN ACCORDANCE WITH COP STD. DETAIL P-1164, UNLESS OTHERWISE SPECIFIED. EXISTING SURFACING SHALL BE REMOVED AND REPLACED IN KIND AS NECESSARY.
 - ALL RAMPS MUST MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
 - THIS PROJECT'S WORK HOURS ARE GOVERNED BY TOWN CODE SECTION 10-7-5 AS FOLLOWS:
 - WORK INVOLVING FILE DRIVERS, POWER SHOVELS, DRILLS OR AUGERS, LOADERS, PNEUMATIC OR HYDRAULIC HAMMERS, OR BULLDOZERS IS ALLOWED BETWEEN SUNRISE AND SUNSET ON MONDAY THROUGH FRIDAY, EXCEPT DESIGNATED LEGAL HOLIDAYS.
 - WORK INVOLVING THE MAINTENANCE OR SERVICING OF CONSTRUCTION VEHICLES OR EQUIPMENT OR DELIVERY OF CONSTRUCTION EQUIPMENT OR MATERIALS TO THE SITE AND WORK INVOLVING ANY DEVICE WHICH CREATES A NOISE LEVEL EXCEEDING 45 DB(A) IS ALLOWED BETWEEN SUNRISE AND SUNSET MONDAY THROUGH SATURDAY, AND AT ALL TIMES ON SUNDAYS AND DESIGNATED LEGAL HOLIDAYS.

ENGINEER'S NOTES

- MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION INCLUDING LATEST REVISION AND CURRENT SUPPLEMENTALS THEREOF PER THE LOCAL TOWN OR CITY) ARE INCORPORATED INTO THIS PLAN IN THEIR ENTIRETY.
- ALL WORK REQUIRED TO COMPLETE THE CONSTRUCTION COVERED BY THIS PLAN SHALL BE IN ACCORDANCE WITH THE M.A.G. STANDARD SPECIFICATIONS AND DETAILS AND CURRENT SUPPLEMENTALS THEREOF PER THE LOCAL CITY OR TOWN UNLESS SPECIFIED OTHERWISE IN THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS. CONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH ALL REQUIRED STANDARD SPECIFICATIONS, DETAILS AND SUPPLEMENTALS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS PLAN.
- A DUST CONTROL PLAN MEETING THE REQUIREMENTS OF RULE 310 OF THE MARICOPA COUNTY AIR POLLUTION CONTROL REGULATIONS, AS AMENDED, IS REQUIRED. REGULATION II RULE 20-3 OF THE MARICOPA COUNTY HEALTH DEPARTMENT, BUREAU OF AIR POLLUTION CONTROL SHALL BE OBSERVED AND ENFORCED.
- CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION METHODS, SEQUENCING, AND SAFETY CONCERNS ASSOCIATED WITH THIS PROJECT DURING CONSTRUCTION, UNLESS SPECIFICALLY ADDRESSED OTHERWISE IN THIS PLAN OR ELSEWHERE IN THE CONTRACT.
- CONTRACTOR IS TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS APPLICABLE TO THE CONSTRUCTION COVERED BY THIS PLAN.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE ALL WORK COVERED BY THIS PLAN.
- THE QUANTITIES AND SITE CONDITIONS DEPICTED IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE SUBJECT TO ERROR AND OMISSION. CONTRACTORS SHALL SATISFY THEMSELVES AS TO ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS PLAN.
- A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL CALL 48 HOURS IN ADVANCE FOR BLUE STAKE (1-800-STAKE-IT) PRIOR TO ANY EXCAVATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF CONSTRUCTION AFFECTING UTILITIES AND THE COORDINATION OF ANY NECESSARY UTILITY RELOCATION WORK. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES AND FEATURES PRIOR TO CONSTRUCTION.
- ALL PAVING, GRADING, EXCAVATION, TRENCHING, PIPE BEDDING, CUT FILL AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE M.A.G. STANDARD SPECIFICATIONS AND DETAILS.
- THE CONTRACTOR IS TO VERIFY THE LOCATION AND THE ELEVATIONS OF ALL EXISTING UTILITIES AT POINTS OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION. SHOULD ANY LOCATION OR ELEVATION DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT.
- COORDINATION BETWEEN ALL PARTIES IS ESSENTIAL PART OF CONTRACT.
- CONTRACTOR IS RESPONSIBLE FOR PROJECT AND SITE CONDITIONS, AND TO WORK WITH WEATHER CONDITIONS AS THE PROJECT SITE MAY BE LOCATED IN A FLOOD PRONE AREA AND SUBJECT TO FLOODING AND ITS HAZARDS.
- CONTRACTOR TO PROVIDE TRAFFIC CONTROL AND BARRICADES PER TOWN OF PARADISE VALLEY CODES AND STANDARDS.
- TRENCH BED SHALL BE FREE OF ROCKS AND DEBRIS.
- ALL FRAMES, COVERS, VALVE BOXES & MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO COMPLETION OF PAVING OR RELATED CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE ALL UTILITY SHUT DOWNS OF THE EXISTING UTILITY SYSTEMS WITH OWNER AND ADJACENT TENANTS.
- NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
- THE CONTRACTOR IS TO VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF TIE-IN AND MATCHING. PRIOR TO COMMENCEMENT OF GRADING, PAVING, CURB AND GUTTER, OR OTHER SURFACE CONSTRUCTION, SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITION, OR PAVEMENT CROSS-SLOPE DIFFER FROM THAT SHOWN ON THESE PLANS, RESULTING IN THE DESIGN INTENT REFLECTED ON THESE PLANS NOT ABLE TO BE CONSTRUCTED, THE CONTRACTOR SHALL NOTIFY THE OWNER'S AGENT IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTIVE ACTION IF THESE PROCEDURES ARE NOT FOLLOWED.

LEGEND



ABBREVIATIONS

BSL	BUILDING SETBACK LINE
(C)	CALCULATED
EL, ELEV	ELEVATION
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EX, EXIST	EXISTING
G	GUTTER, GAS
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
P, PWMT	PAVEMENT
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
(R), REC.	RECORDED
R	RADIUS
R/W	RIGHT OF WAY
T	TANGENT, TELEPHONE
TC	TOP OF CURB
W	WEST, WATERLINE
WM	WATER METER

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REVISIONS:	
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**PAVING PLAN
COVER SHEET**

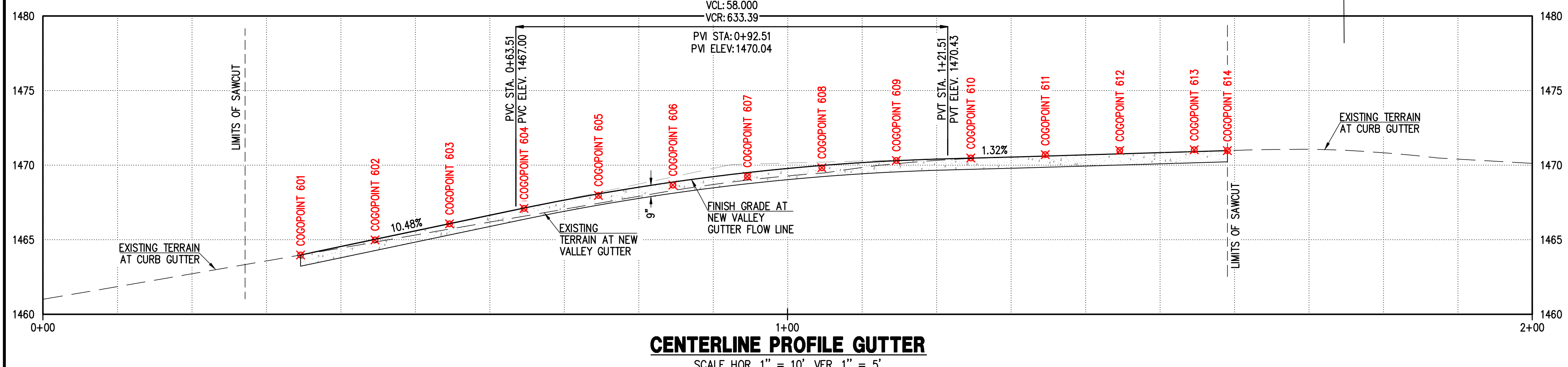
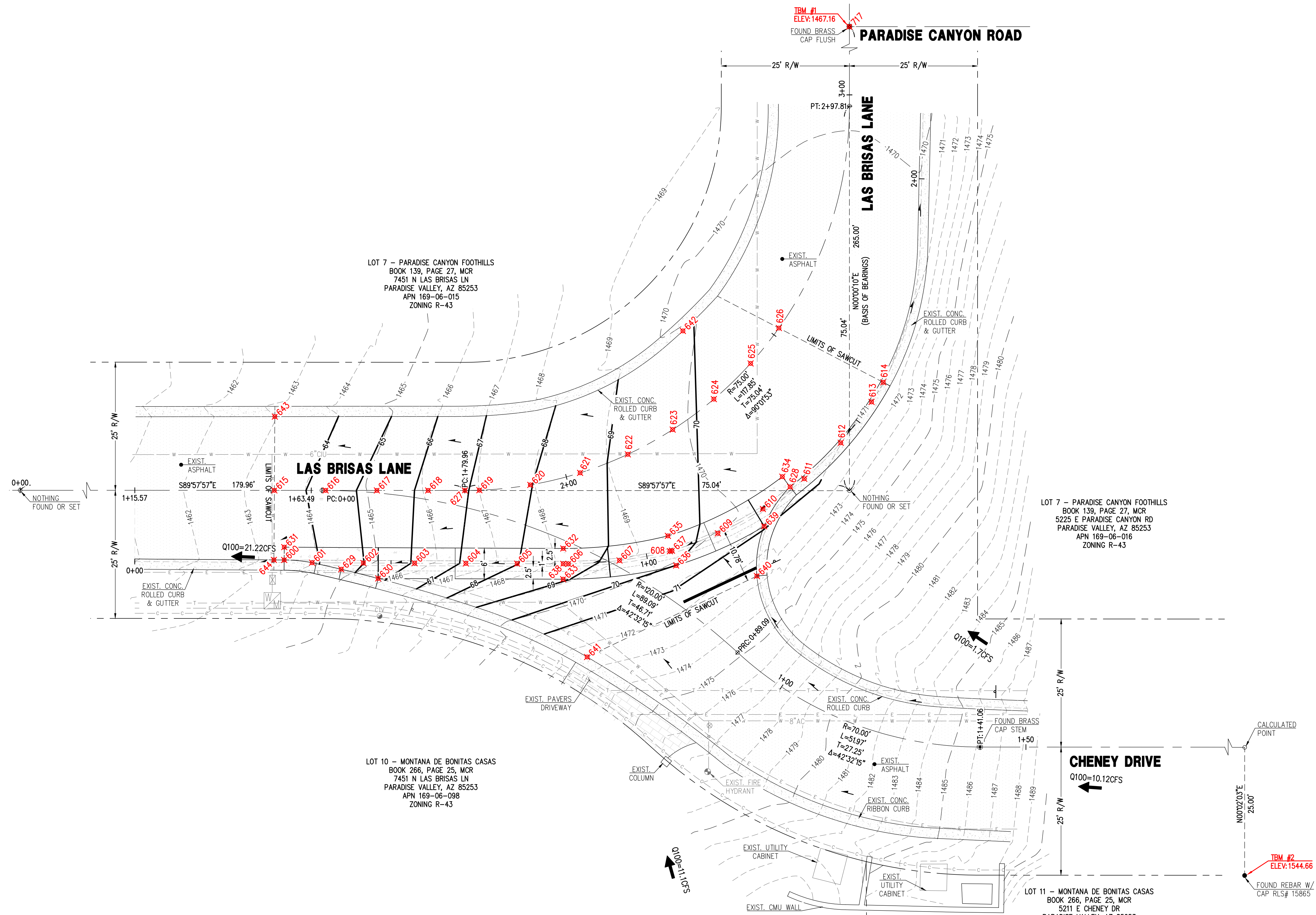
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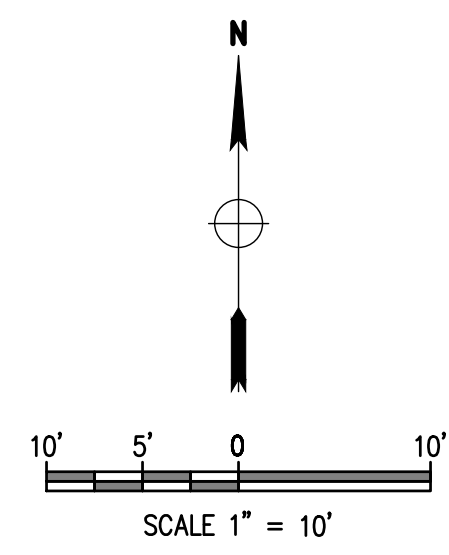
PV-2
2 OF 9

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CENTERLINE PROFILE GUTTER
SCALE HOR. 1" = 10', VER. 1" = 5'

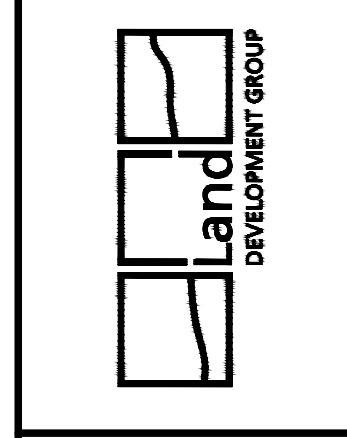


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CONSTRUCTION STAKING DIAGRAM

**CHENEY DR AND LAS BRISAS INTERSECTION
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REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 41006
J. PRODANOV
PHOENIX, U.S.A.
Nick Prodanov
PV-3
3 OF 9

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OFFSITE PAVING KEY-NOTES

- 1 SAWCUT A.C. PAVEMENT TO PROVIDE A CLEAN STRAIGHT EDGE.
- 2 SAWCUT & REMOVE A.C. PAVEMENT.
- 3 CONSTRUCT 2' WIDE RIBBON CURB PER MAG STD DET. 220-1, TYPE B. SEE DETAIL ON SHEET PV-7.
- 4 CONSTRUCT 2' WIDE ROLLED CURB PER MAG STD DET. 220-1, TYPE C. SEE DETAIL ON SHEET PV-3.
- 5 CONSTRUCT 5' CURB TRANSITION TO ROLL CURB.
- 6 CONSTRUCT 3" A.C. PAVEMENT (1/2" COP LOW VOLUME AC MIX) OVER 6" A.B.C. OR MATCH EXISTING STREET SECTION, WHICHEVER IS GREATER PER MAG STANDARD SPECIFICATIONS.
- 7 MATCH EXISTING PAVEMENT GRADE.
- 8 CONSTRUCT 6" WIDE CONCRETE VALLEY GUTTER PER MAG STD DET. 240. SEE DETAIL ON SHEET PV-7.
- 9 PROTECT IN PLACE.
- 10 PROTECT UTILITIES IN PLACE.
- 11 INSTALL 12" WIDE SOLID WHITE STOP BAR PAVEMENT MARKING & STOP SIGN PER CITY OF SCOTTSDALE STD DET. 2135, EXISTING STREET NAME SIGN TO BE RELOCATED TO NEW STOP SIGN ASSEMBLY.
- 12 SAWCUT & REMOVE EXISTING ROLLED CURB & GUTTER.
- 13 INSTALL W3-1 'STOP AHEAD' SIGN PER ADOT STANDARDS.

ESTIMATED OFFSITE QUANTITIES

DESCRIPTION	QUANTITY
SAWCUT AND REMOVE AC PAVEMENT.....	406 S.Y.
SAWCUT AND REMOVE ROLLED CURB.....	131 L.F.
2' WIDE CONC. RIBBON CURB.....	7 L.F.
2' WIDE CONC. ROLLED CURB.....	43 L.F.
5' CURB TRANSITION FROM ROLLED CURB TO RIBBON CURB.....	1 EA.
ASPHALT PAVEMENT.....	436 S.Y.
CONCRETE VALLEY GUTTER.....	62 S.Y.

ALL QUANTITIES LISTED ON THESE PLANS ARE ESTIMATES ONLY. NO SHRINK OR SWELL IS ASSUMED. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF THE QUANTITIES AND BASE THEIR BIDS ON THEIR ESTIMATES.

EARTHWORK QUANTITIES

CUT:	56 C.Y.
FILL:	0 C.Y.
NET CUT:	56 C.Y.

ALL QUANTITIES LISTED ON THESE PLANS ARE ESTIMATES ONLY. NO SHRINK OR SWELL IS ASSUMED. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF THE QUANTITIES AND BASE THEIR BIDS ON THEIR ESTIMATES.

FLOOD INSURANCE RATE MAP (FIRM) DATA

COMMUNITY #	PANEL #	SUFFIX	BASE FLOOD ELEVATION
040049	1765 OF 4425	L	N/A
MAP #	PANEL DATE	FIRM INDEX DATE	ZONE
04013C	10/16/2013	11/04/2015	X*

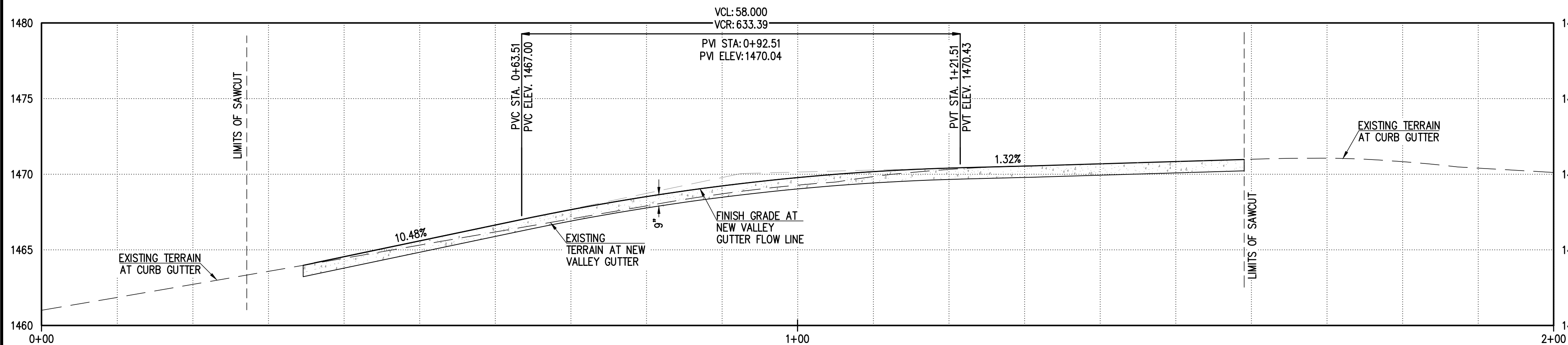
*AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

FLOW LINE GEOMETRY TABLE

LINE #	LENGTH	DIRECTION
L1	34.60	S89°37'47"E
L2	7.94	S89°37'47"E
L3	41.05	S89°45'56"E

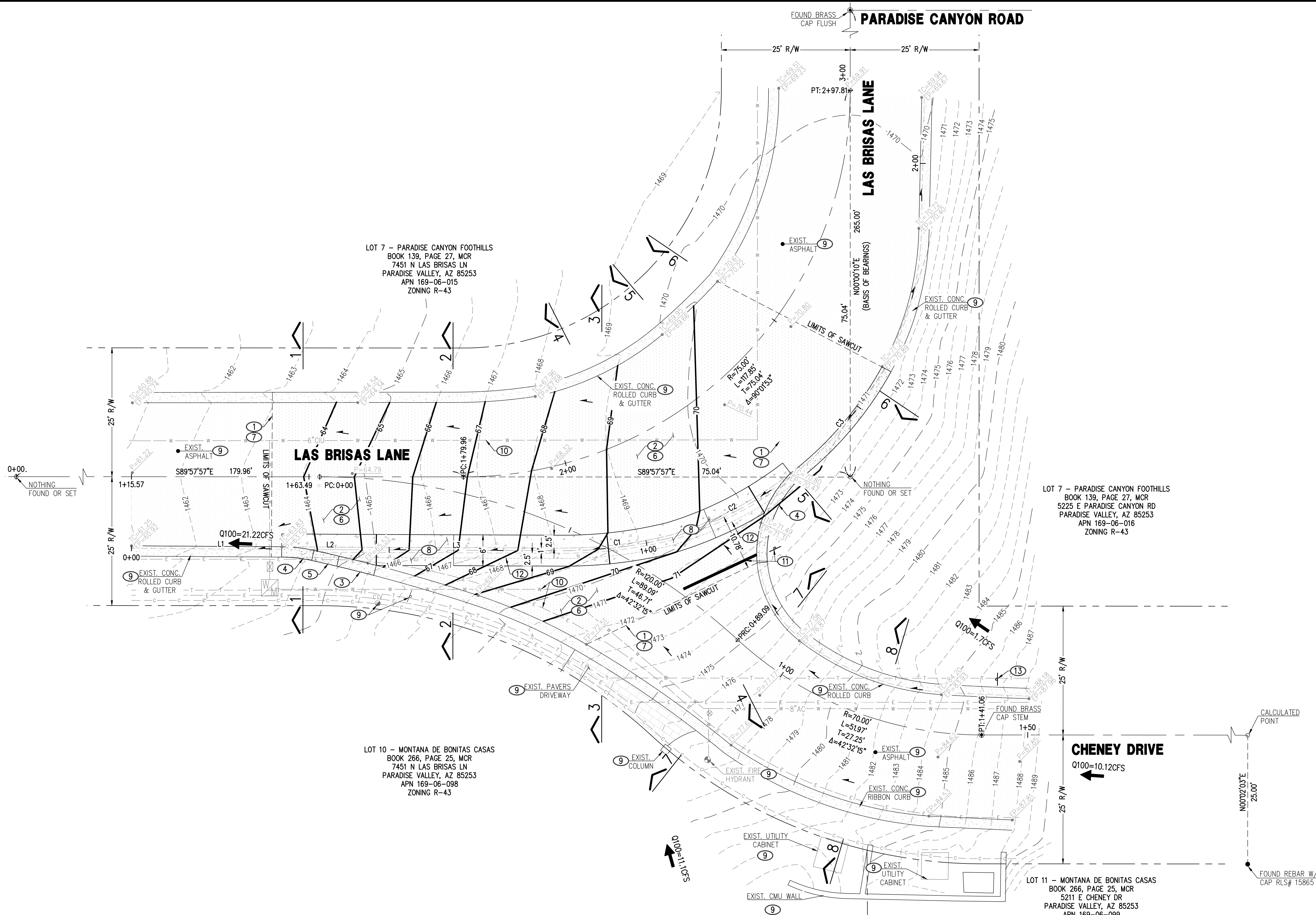
CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	86.25	21.44	14°14'32"	10.78	N83°06'48"E	21.38
C2	73.49	26.43	20°36'12"	13.36	N62°40'59"E	26.28
C3	67.56	27.64	23°26'27"	14.02	N40°39'39"E	27.45



CENTERLINE PROFILE GUTTER

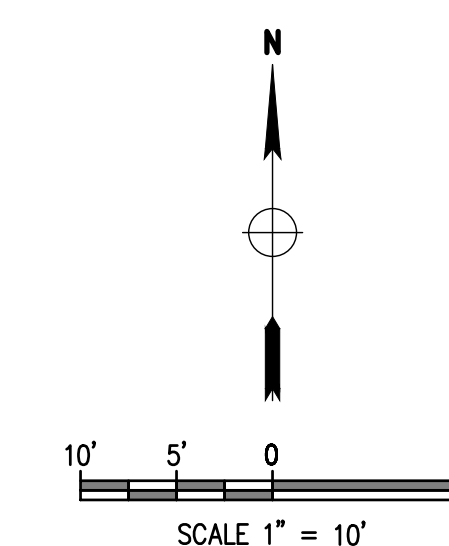
SCALE HOR. 1" = 10', VER. 1" = 5'



LOT 7 - PARADISE CANYON FOOTHILLS
BOOK 139, PAGE 27, MCR
5225 E PARADISE CANYON RD
PARADISE VALLEY, AZ 85253
APN 169-06-016
ZONING R-43

LOT 10 - MONTANA DE BONITAS CASAS
BOOK 266, PAGE 25, MCR
7451 N LAS BRISAS LN
PARADISE VALLEY, AZ 85253
APN 169-06-098
ZONING R-43

LOT 11 - MONTANA DE BONITAS CASAS
BOOK 266, PAGE 25, MCR
5211 E CHENEY DR
PARADISE VALLEY, AZ 85253
APN 169-06-099
ZONING R-43



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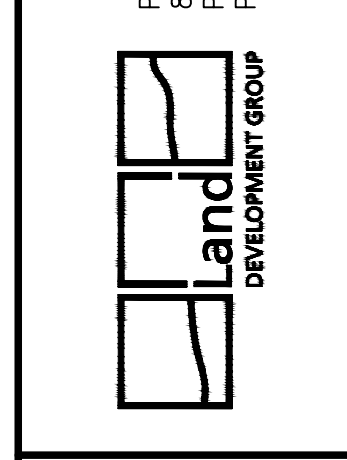


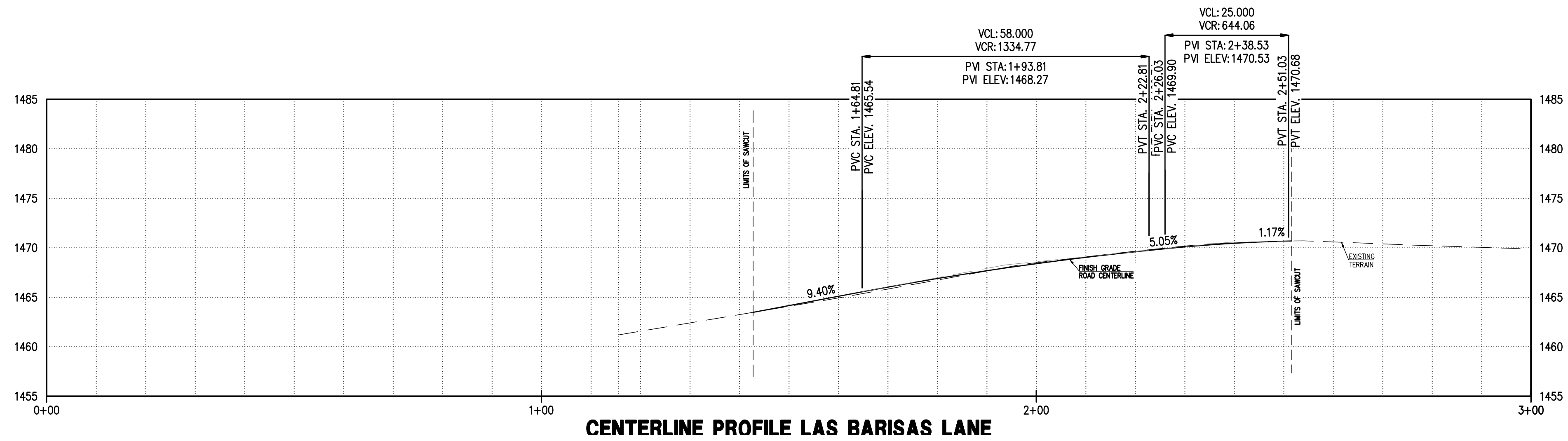
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DRAINAGE PAVING PLAN & PROFILE

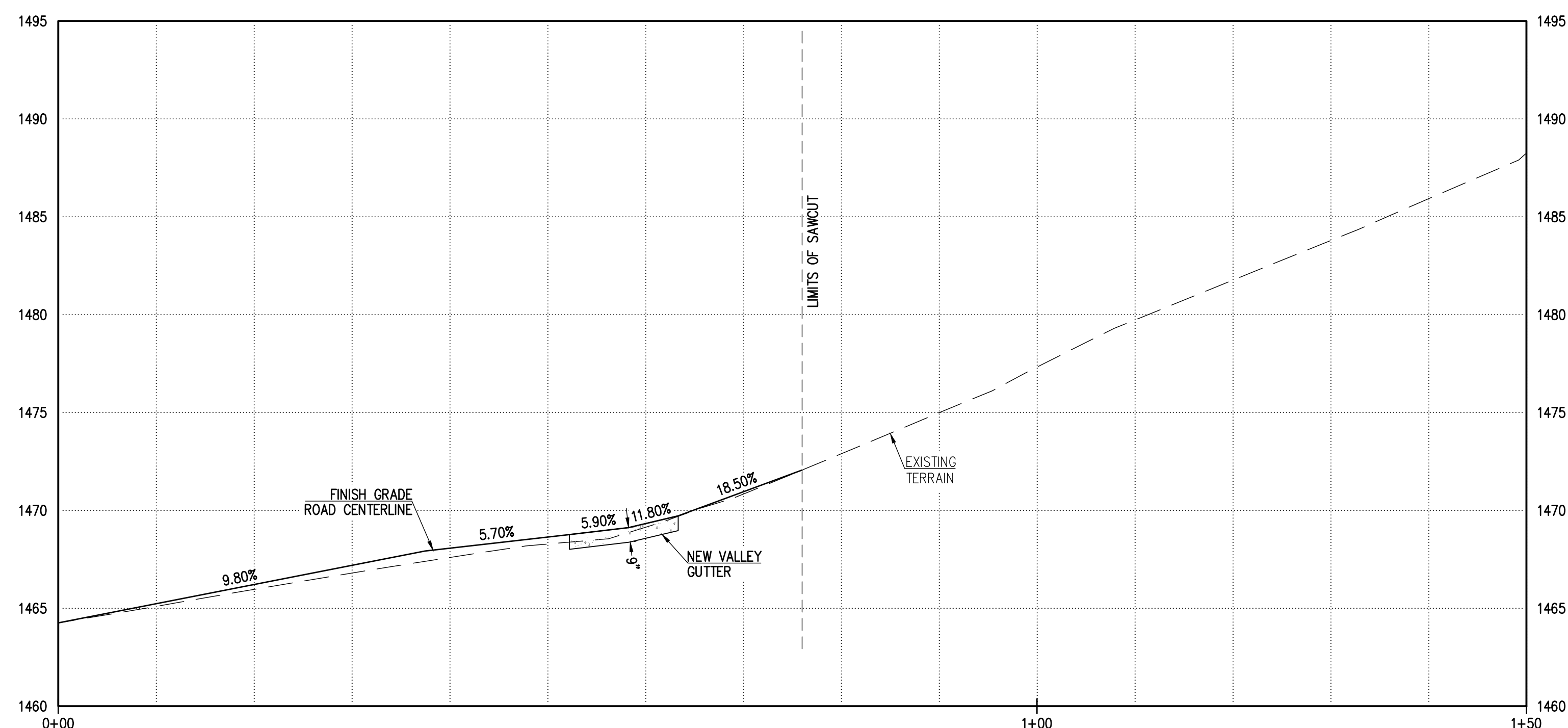
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CENTERLINE PROFILE LAS BARISAS LANE



CENTERLINE PROFILE CHENEY DRIVE

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**PAVING PLAN
CENTERLINE
PROFILE**

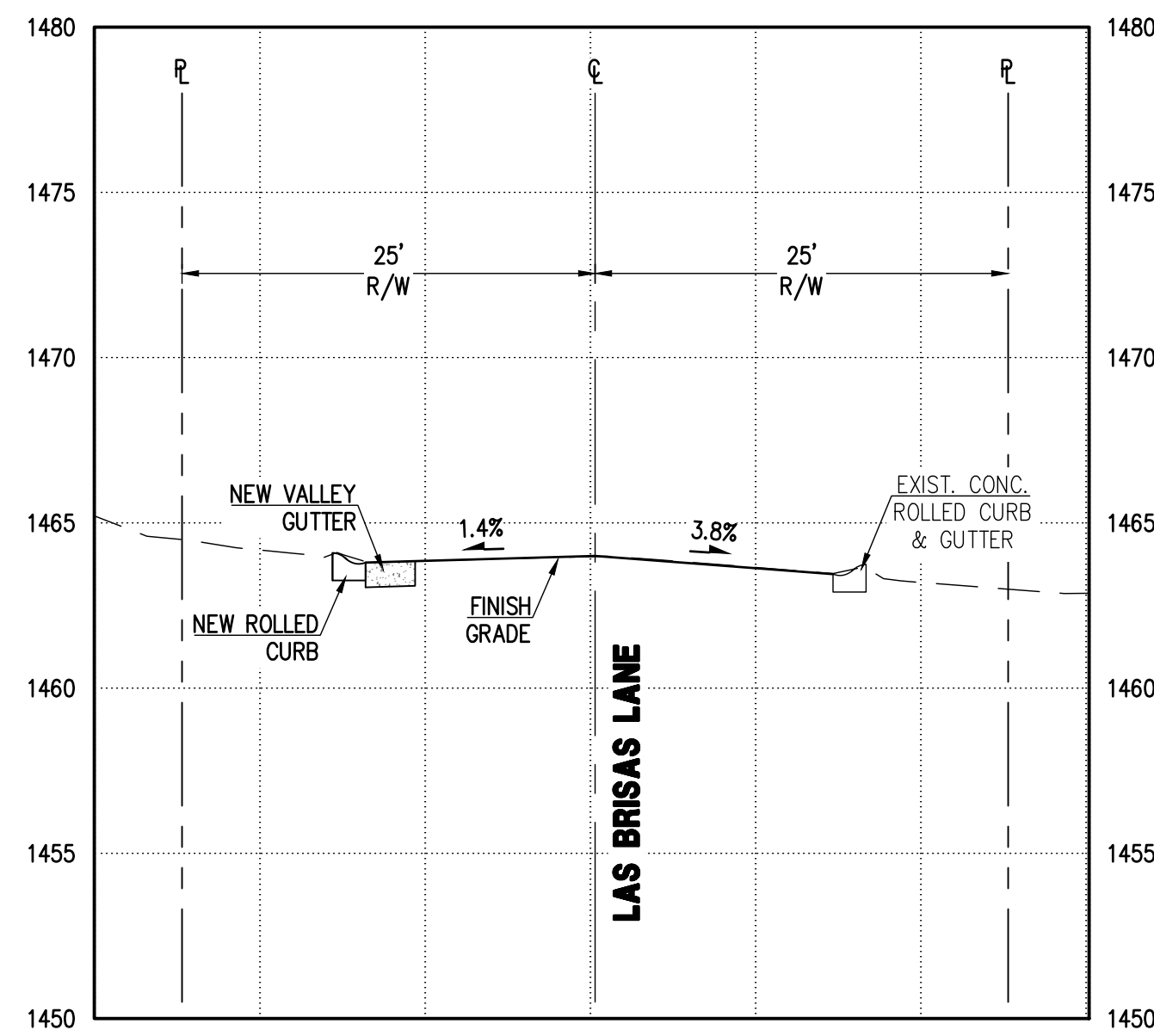
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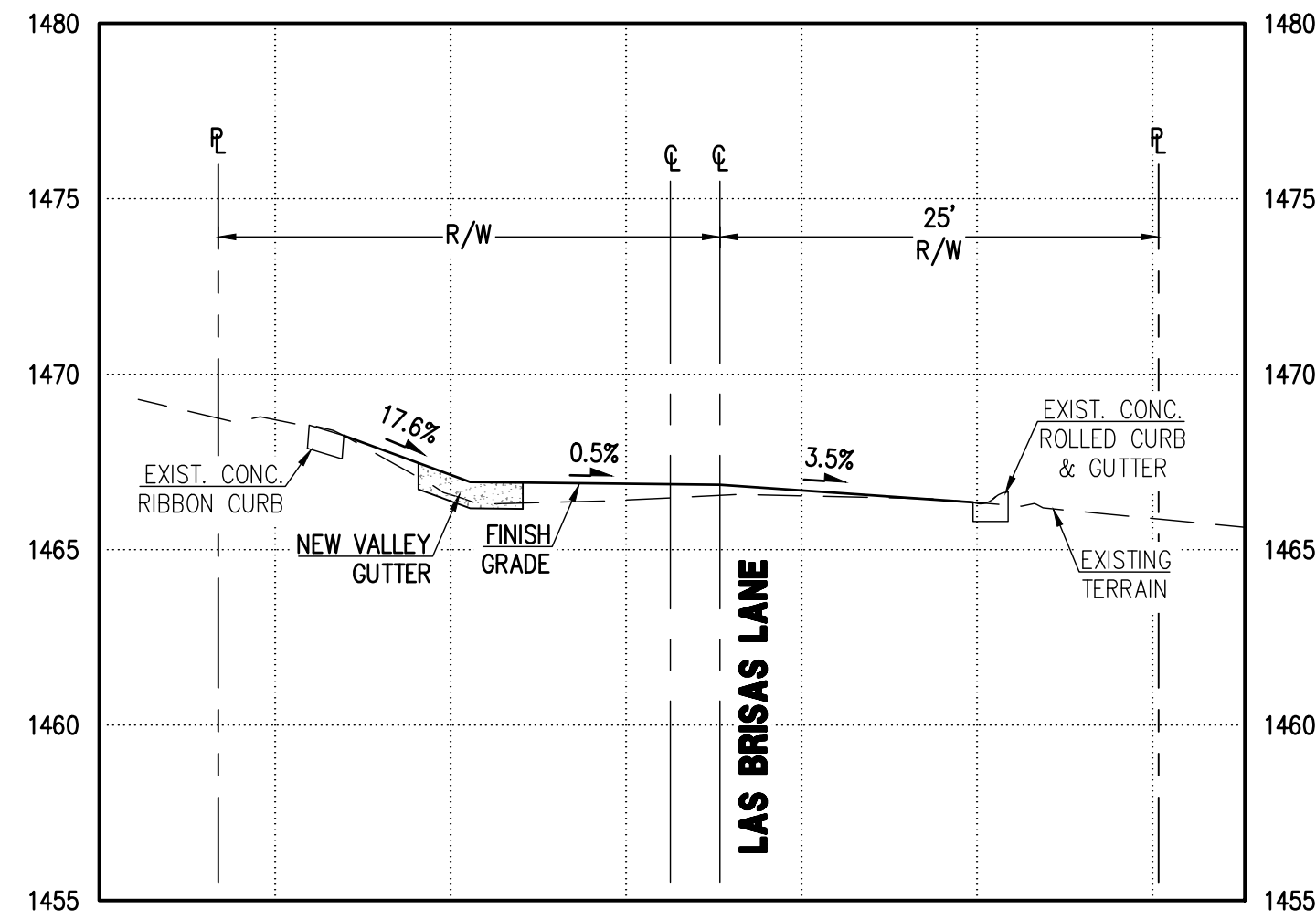
PV-5
5 OF 9

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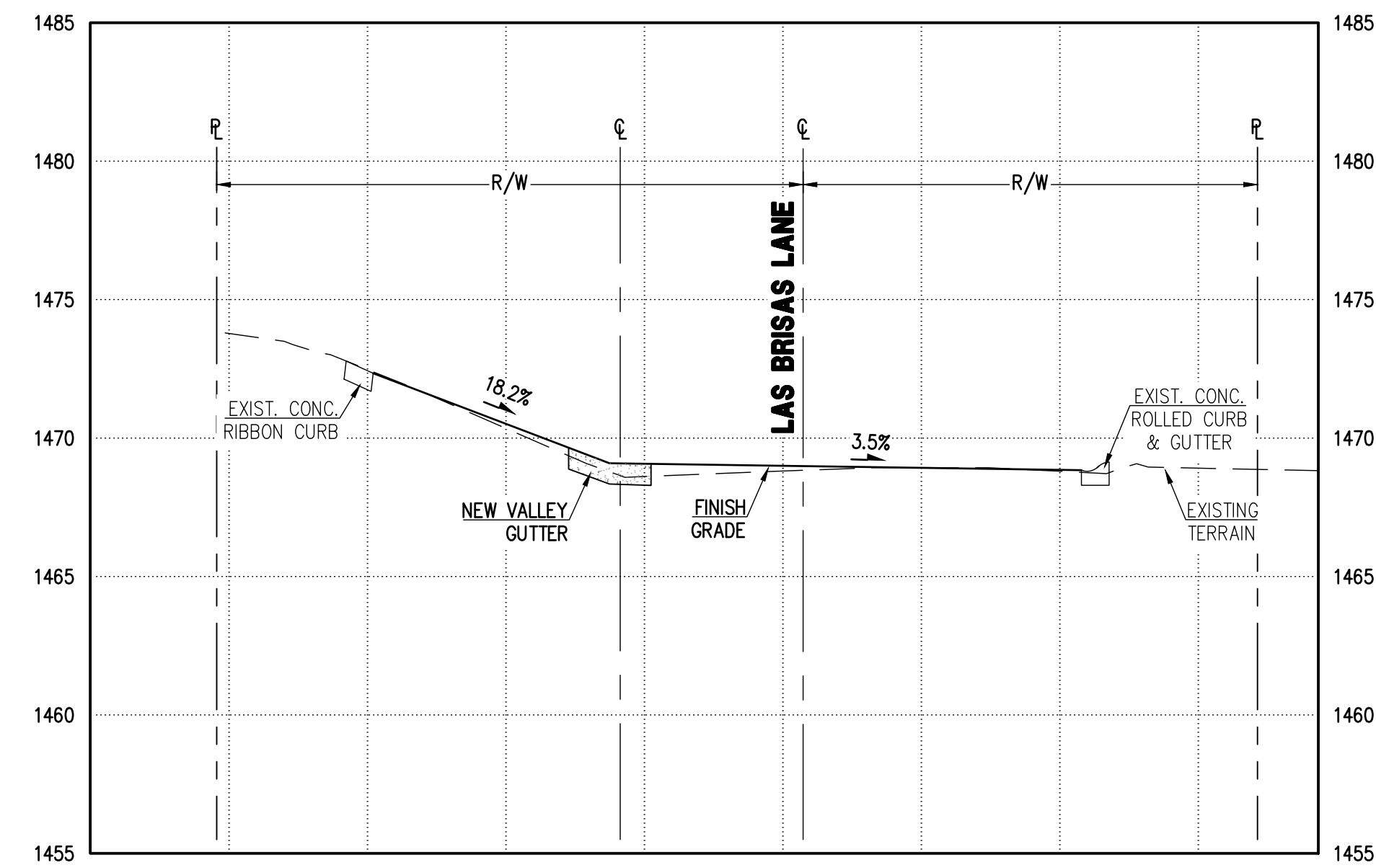
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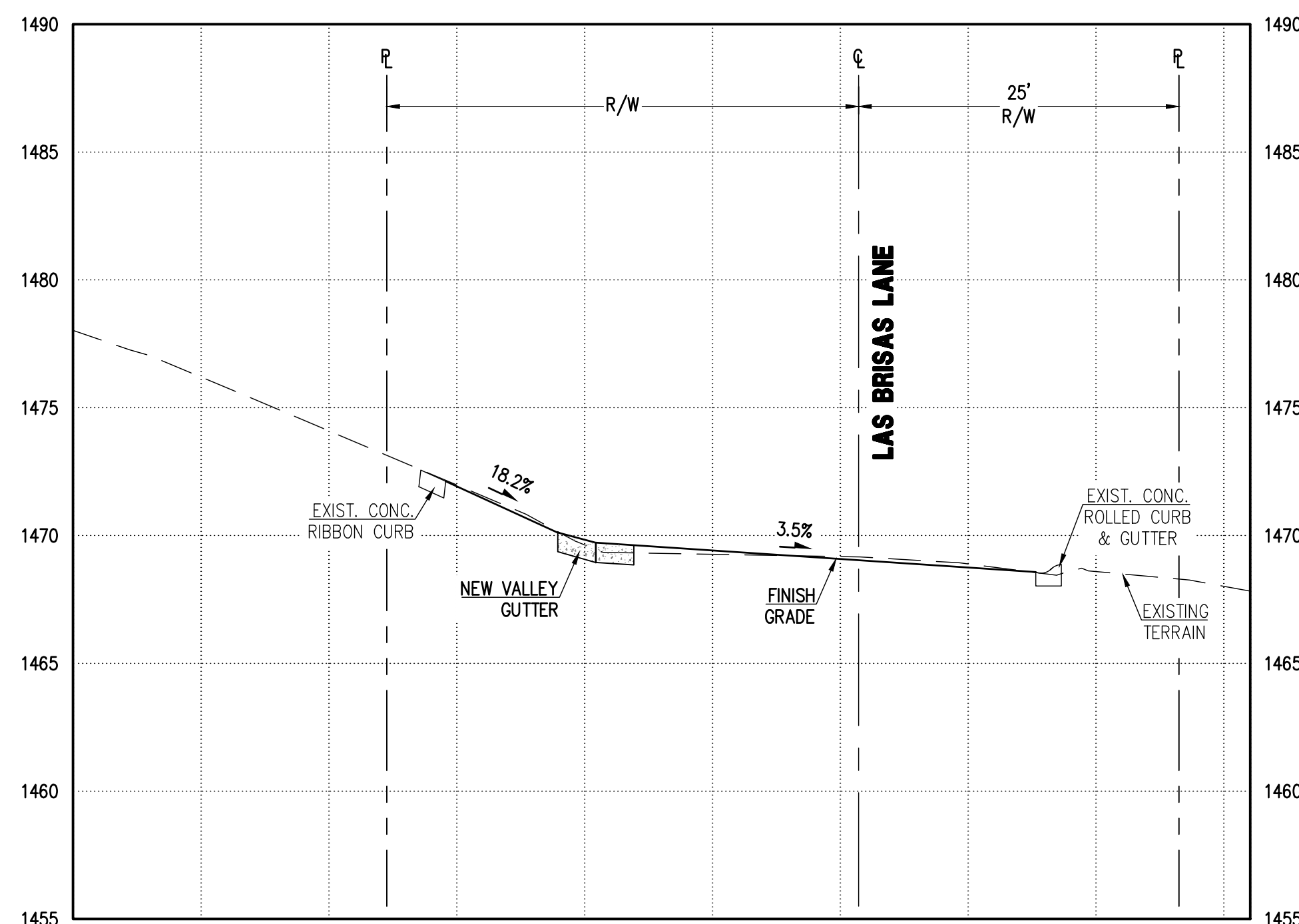
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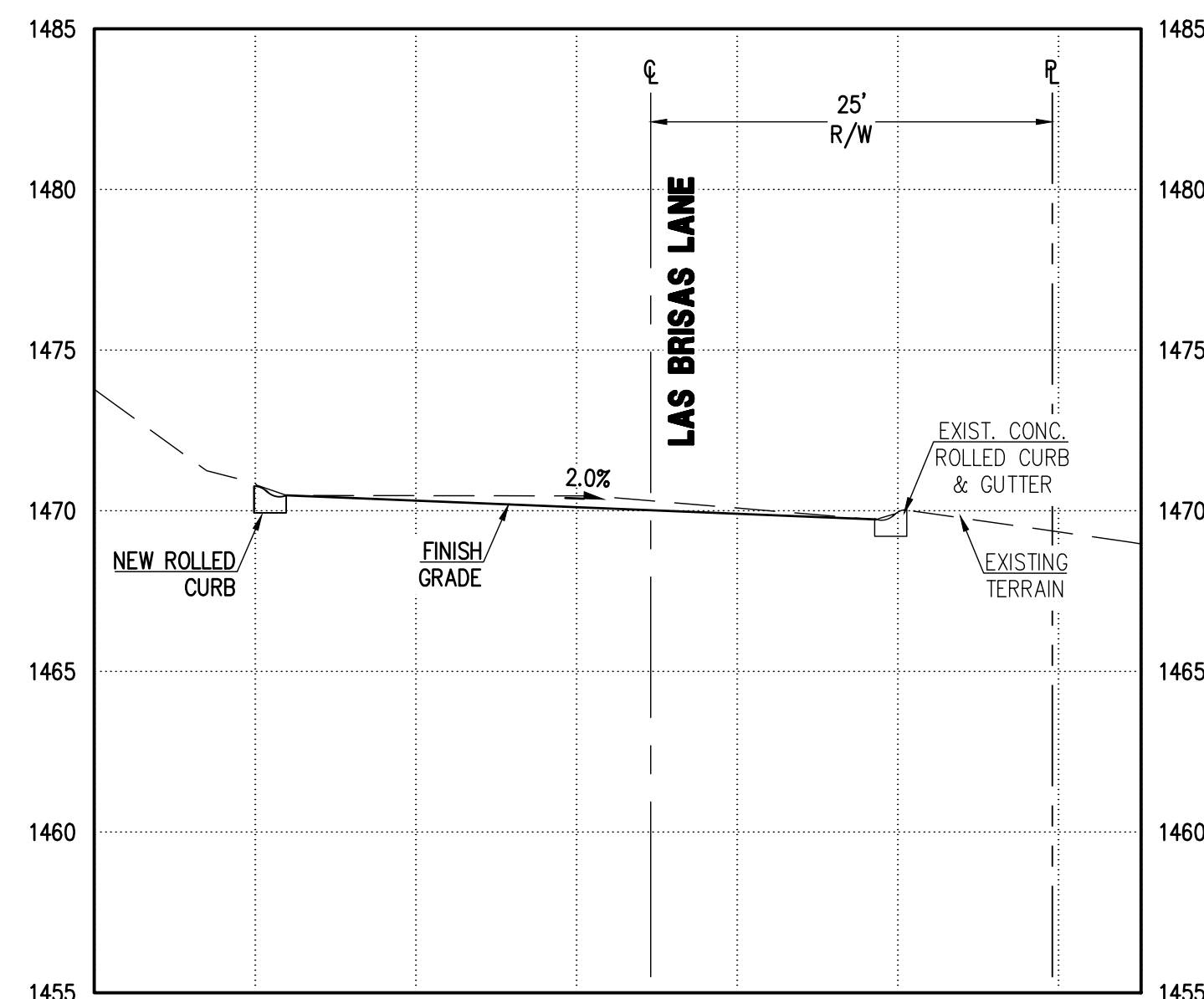
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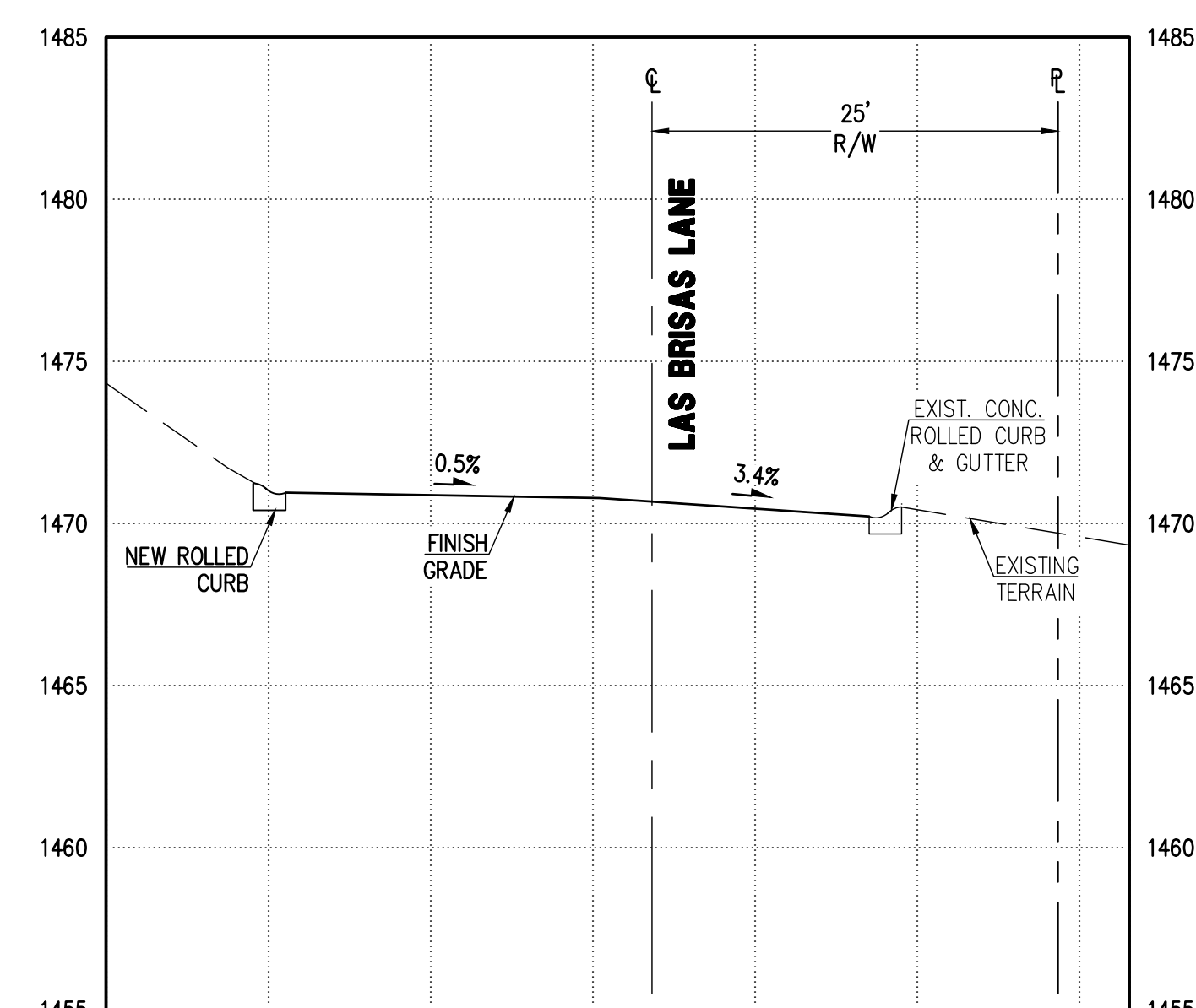
CROSS SECTION 3 - 3
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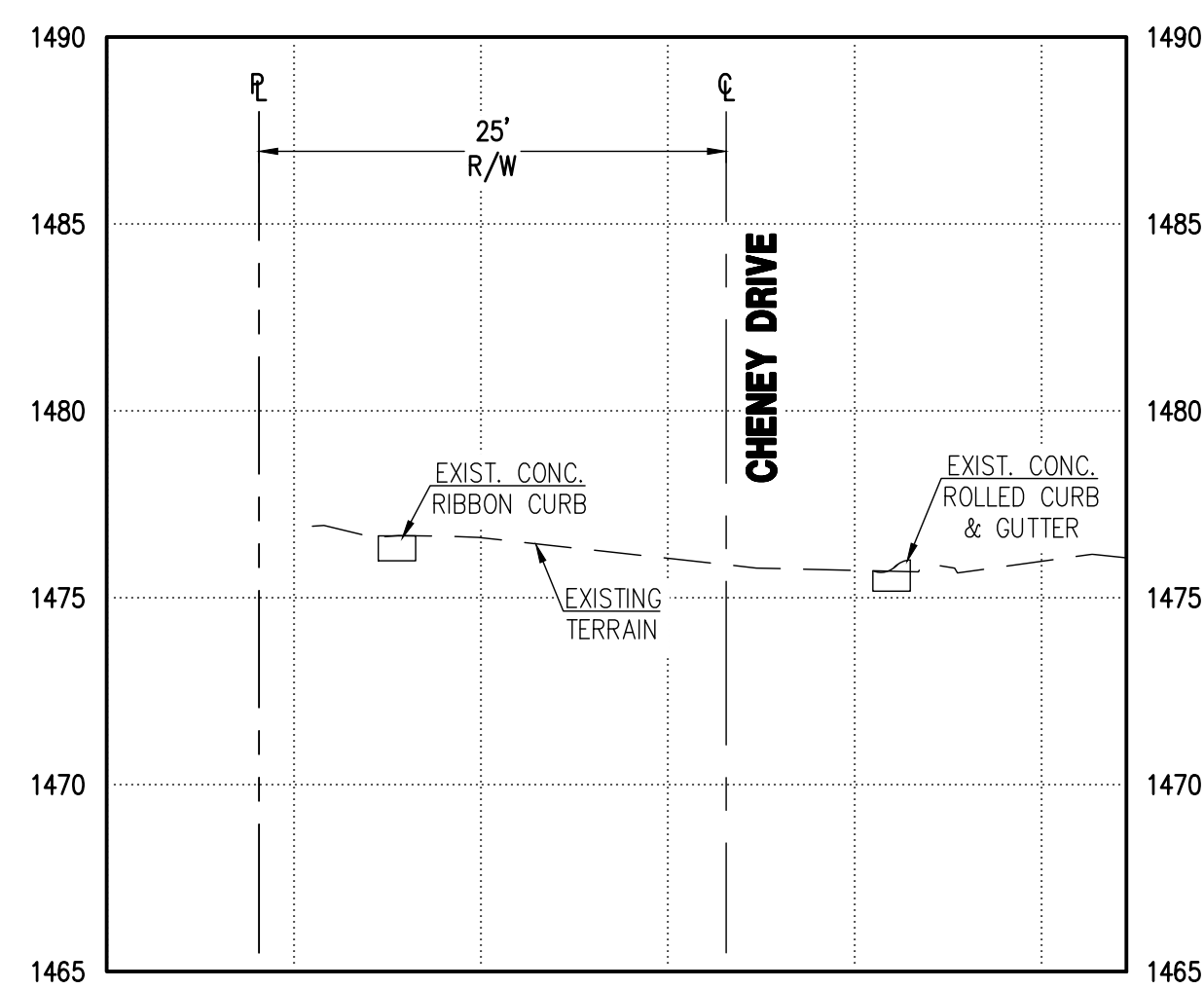
CROSS SECTION 4 - 4
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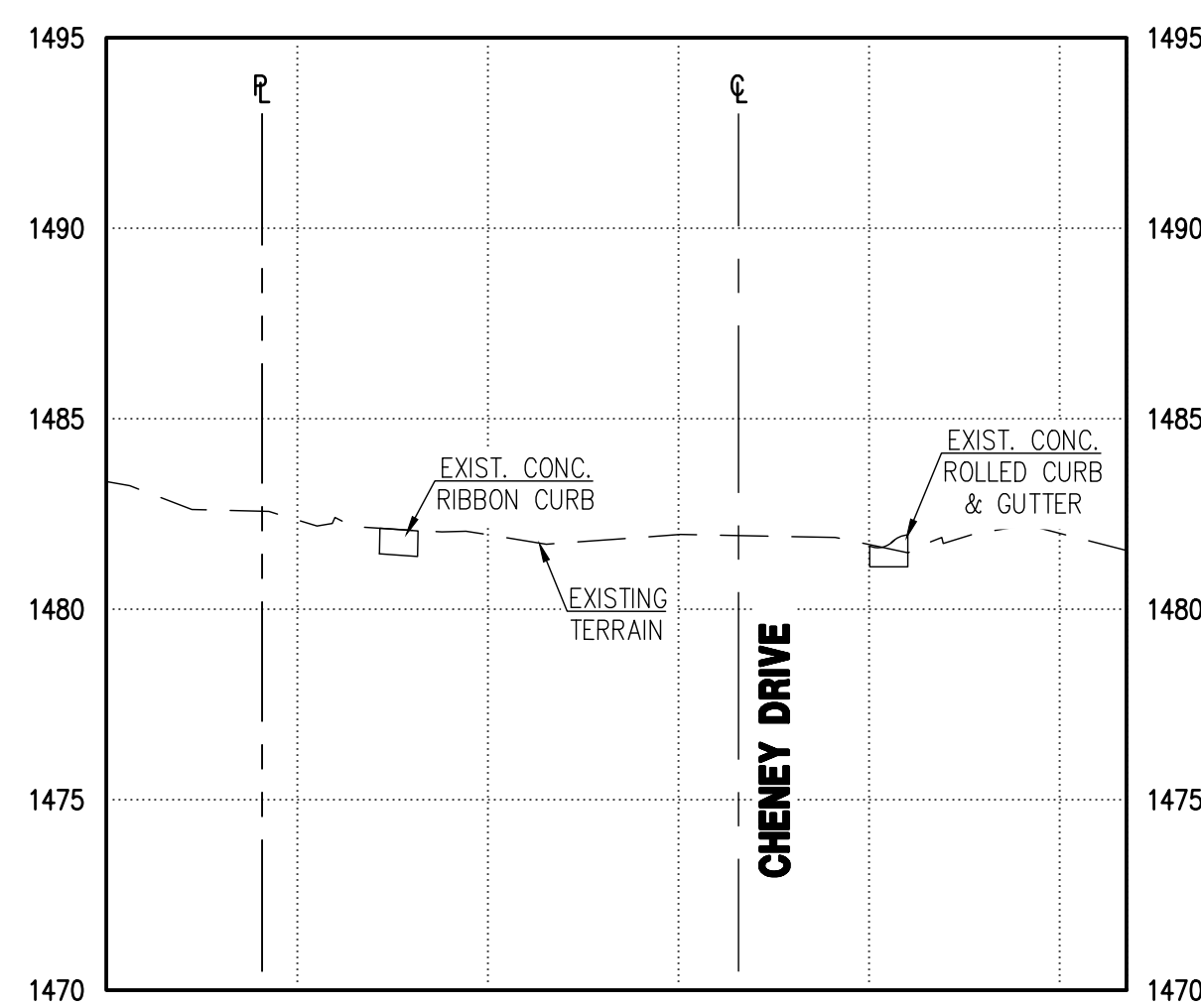
CROSS SECTION 5 - 5
SCALE HOR. 1" = 10', VER. 1" = 5'



CROSS SECTION 6 - 6
SCALE HOR. 1" = 10', VER. 1" = 5'



CROSS SECTION 7 - 7
SCALE HOR. 1" = 10', VER. 1" = 5'



CROSS SECTION 8 - 8
SCALE HOR. 1" = 10', VER. 1" = 5'

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**PAVING PLAN
CROSS SECTIONS
DETAILS**

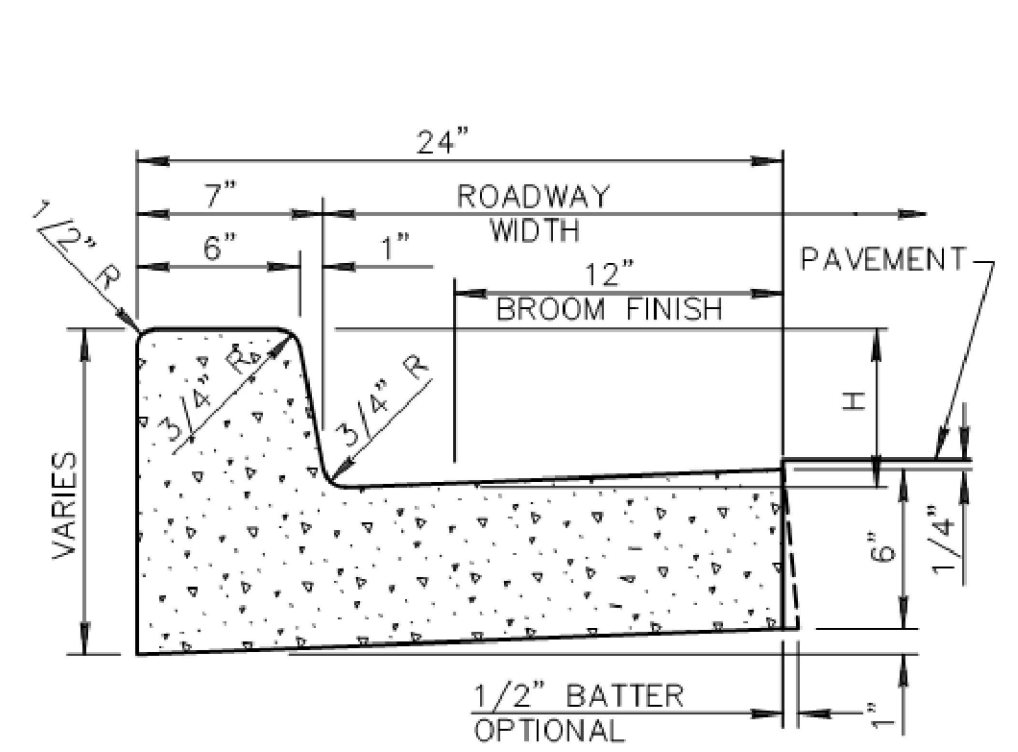
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REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 41005
NICKOLA J. PRODANOV
SINCE 1988 U.S.A.
Arizona

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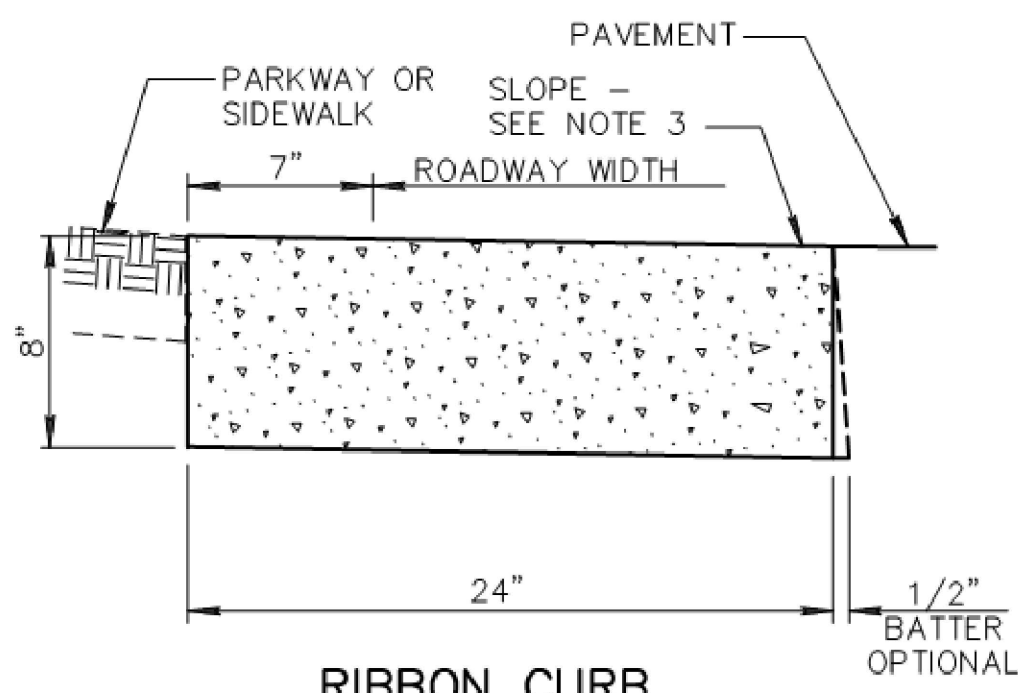
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VERTICAL CURB AND GUTTER (TYPE A)

NOTES: (TYPE A)

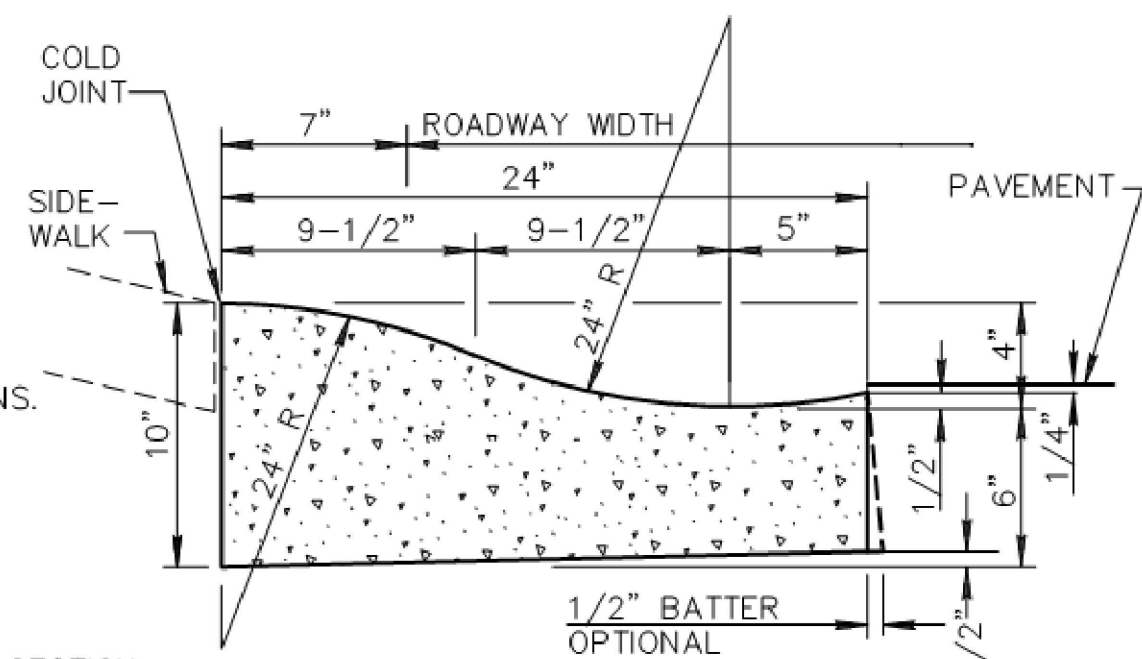
1. ALL EXPOSED SURFACES TO BE TROWEL FINISHED EXCEPT AS SHOWN. SEE SECT. 340.
2. H=6" OR AS SPECIFIED ON PLANS.
3. CONTRACTION JOINT SPACING 10' MAXIMUM.
4. EXPANSION JOINTS AS PER SECT. 340.
5. CLASS 'B' CONCRETE PER 725.
6. WHEN THE ADJACENT PAVEMENT SECTION SLOPES AWAY FROM THE GUTTER, THE SLOPE OF THE GUTTER PAN SHALL MATCH PAVEMENT CROSS SLOPE.



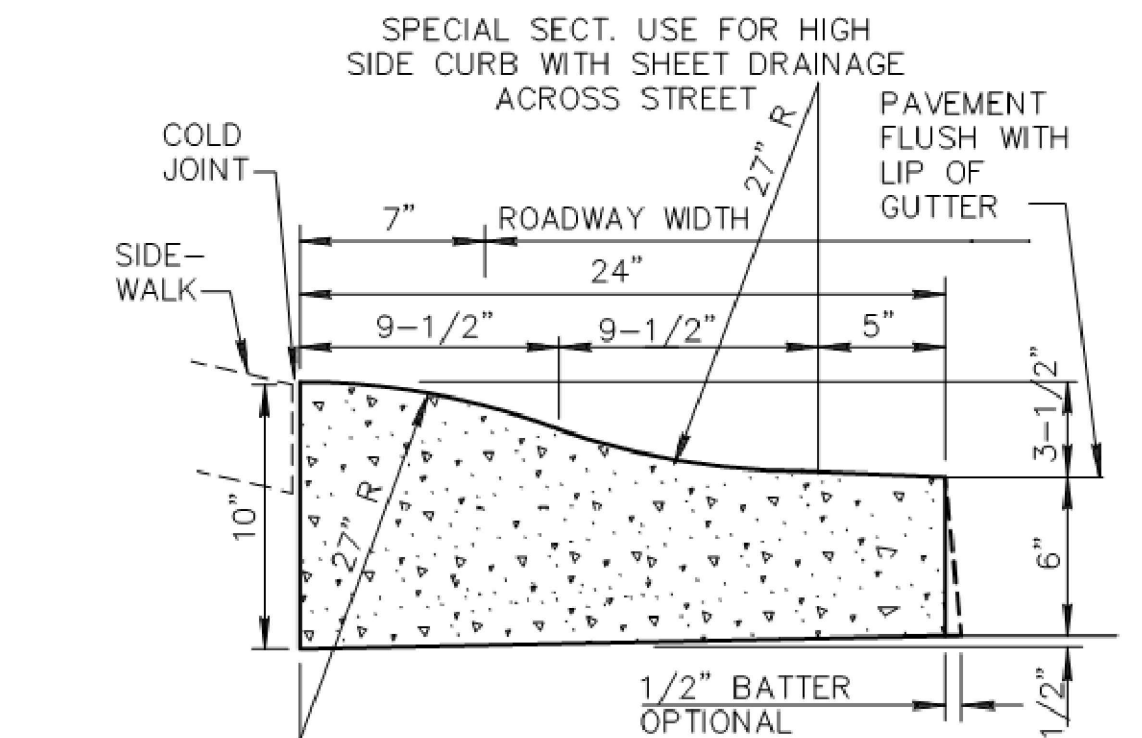
RIBBON CURB (TYPE B)

NOTES: (TYPE B)

1. CONSTRUCT CURB AND INSTALL 1/2" MASTIC EXPANSION JOINTS, A.S.T.M. D-1751. SECT. 340.
2. BROOM FINISH ALL SURFACES.
3. RIBBON CURB MAY SLOPE TOWARDS PAVEMENT OR PARKWAY AS INDICATED ON PLANS.
4. CONTRACTION JOINT SPACING 10' MAXIMUM.
5. CONCRETE SHALL BE CLASS 'B' PER SECT. 725 AND INSTALLED PER SECT. 505.



ROLL CURB AND GUTTER (TYPE C)



(TYPE D)

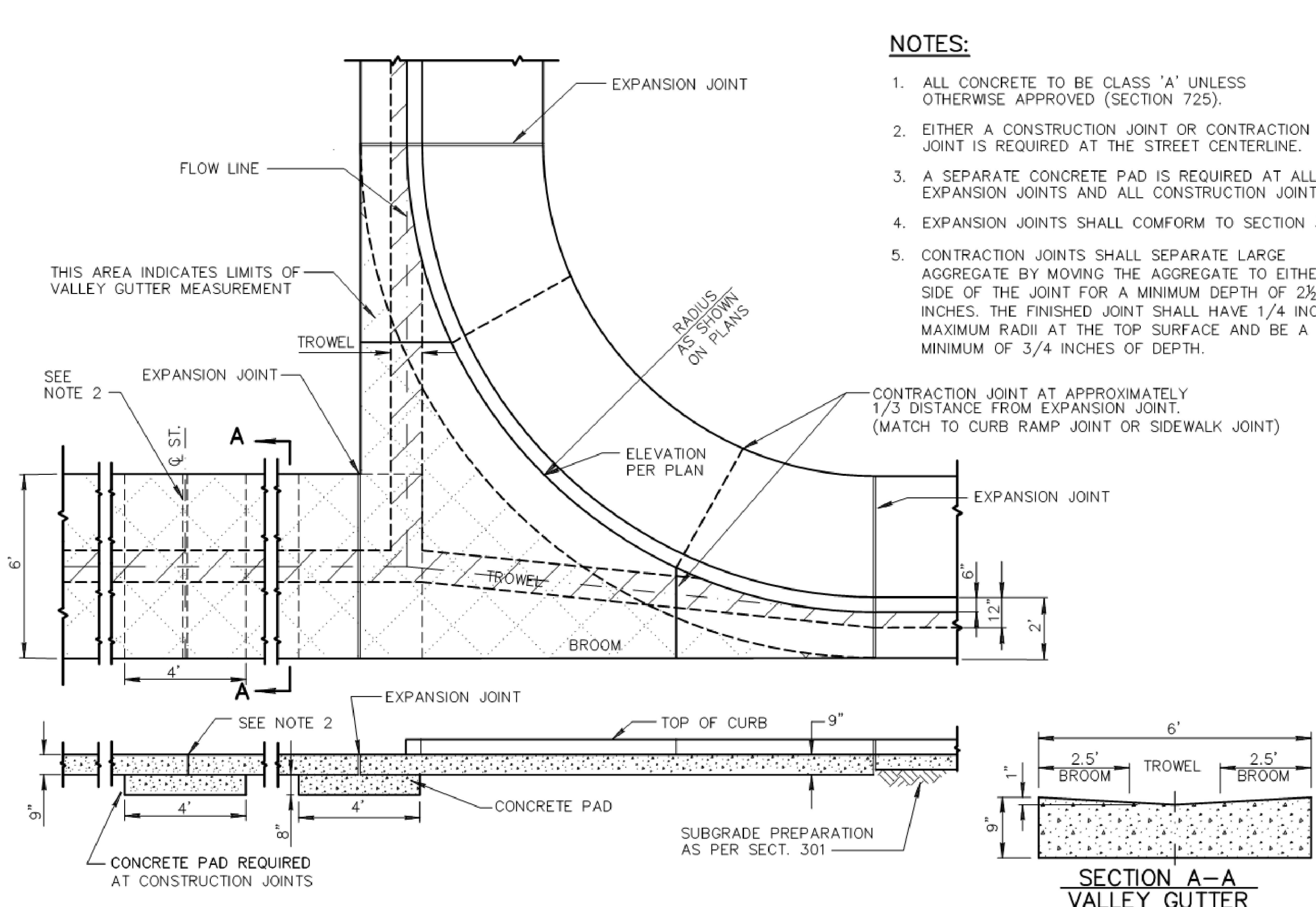
NOTES: (C & D)

1. ALL WORK AND MATERIALS SHALL CONFORM TO SECT. 340, 505 AND 725. BROOM FINISH TO EXPOSED SURFACE.
2. CONTRACTION JOINT SPACING 10' MAXIMUM.
3. EXPANSION JOINTS AS PER SECT. 340.
4. CLASS 'B' CONCRETE PER 725.

DETAIL NO. **220-1** MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH

CURB AND GUTTER TYPES A, B, C AND D

REVISED 01-01-2021 DETAIL NO. **220-1**



NOTES:

1. ALL CONCRETE TO BE CLASS 'A' UNLESS OTHERWISE APPROVED (SECTION 725).
2. EITHER A CONSTRUCTION JOINT OR CONTRACTION JOINT IS REQUIRED AT THE STREET CENTERLINE.
3. A SEPARATE CONCRETE PAD IS REQUIRED AT ALL EXPANSION JOINTS AND ALL CONTRACTION JOINTS.
4. EXPANSION JOINTS SHALL COMFORM TO SECTION 340.
5. CONTRACTION JOINTS SHALL SEPARATE LARGE AGGREGATE BY MOVING THE AGGREGATE TO EITHER SIDE OF THE JOINT FOR A MINIMUM DEPTH OF 2 1/2 INCHES. THE FINISHED JOINT SHALL HAVE 1/4 INCH MAXIMUM RADIUS AT THE TOP SURFACE AND BE A MINIMUM OF 3/4 INCHES OF DEPTH.

DETAIL NO. **240** MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH

VALLEY GUTTER

REVISED 01-01-2010 DETAIL NO. **240**

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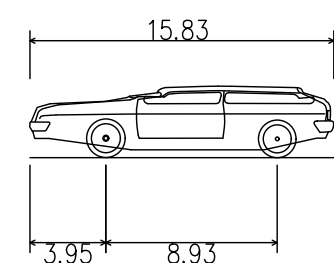
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REGISTERED PROFESSIONAL ENGINEER
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ARIZONA
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NOTE: DESIGN VEHICLE USED FOR THIS EXHIBIT IS LAMBORGHINI AVENTADOR WITH 0.42 FT GROUND CLEARANCE.

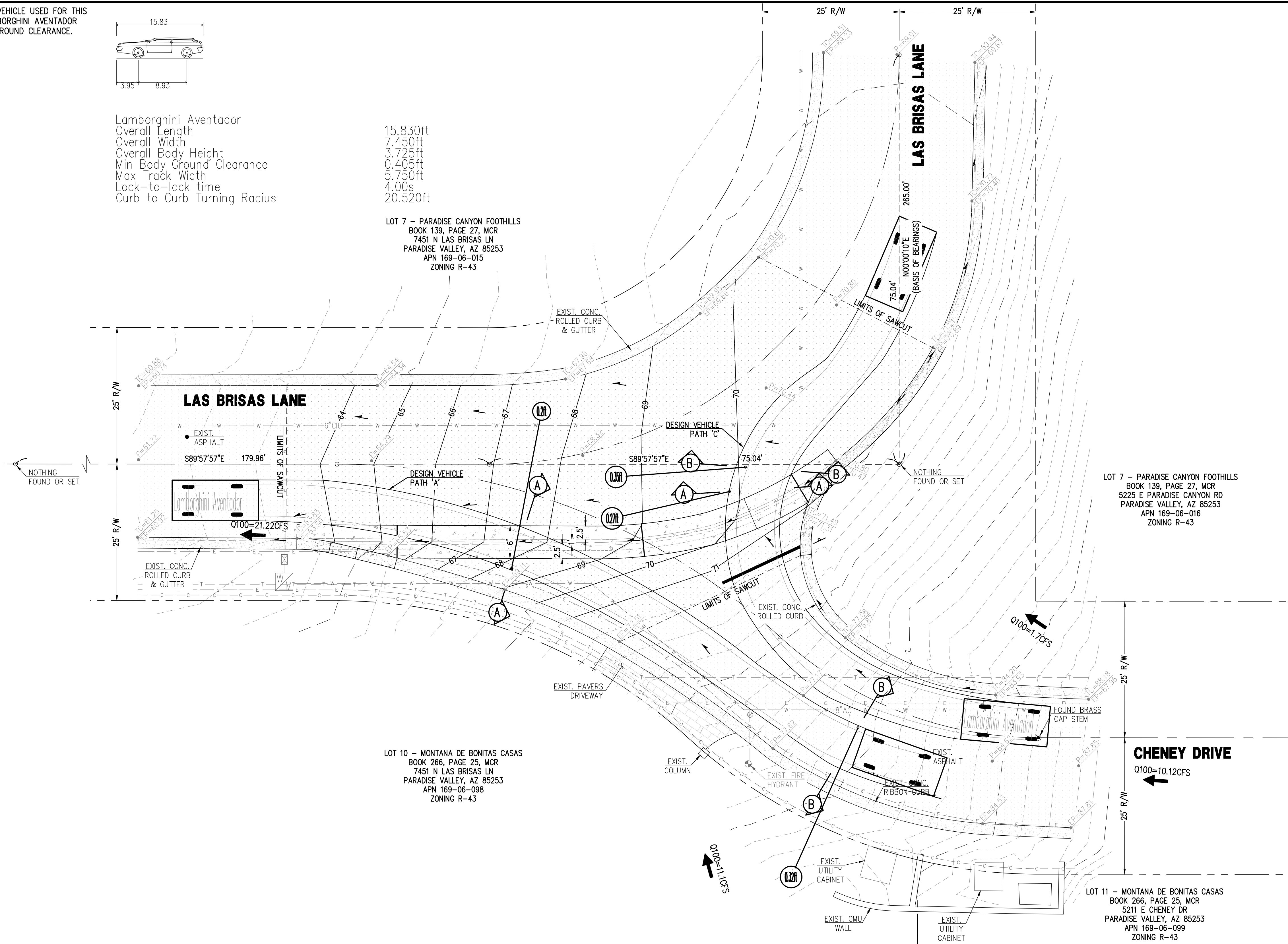


Lamborghini Aventador
 Overall Length 15.830ft
 Overall Width 7.450ft
 Overall Body Height 3.725ft
 Min Body Ground Clearance 0.405ft
 Max Track Width 5.750ft
 Lock-to-lock time 4.00s
 Curb to Curb Turning Radius 20.520ft

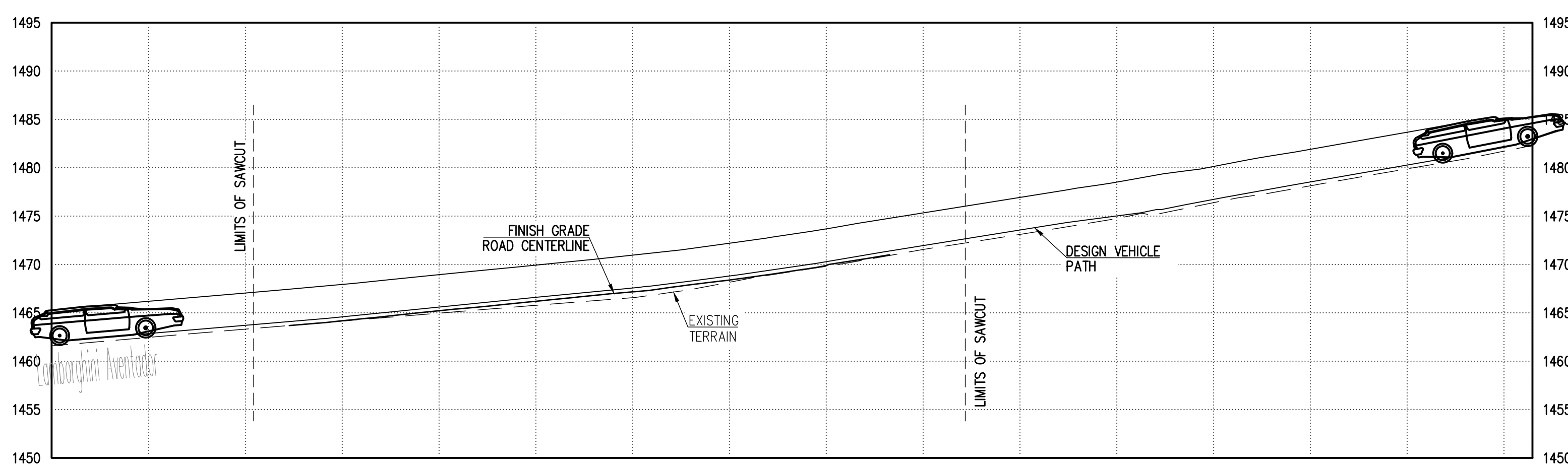
LOT 7 - PARADISE CANYON FOOTHILLS
 BOOK 139, PAGE 27, MCR
 7451 N LAS BRISAS LN
 PARADISE VALLEY, AZ 85253
 APN 169-06-015
 ZONING R-43

LOT 10 - MONTANA DE BONITAS CASAS
 BOOK 266, PAGE 25, MCR
 7451 N LAS BRISAS LN
 PARADISE VALLEY, AZ 85253
 APN 169-06-098
 ZONING R-43

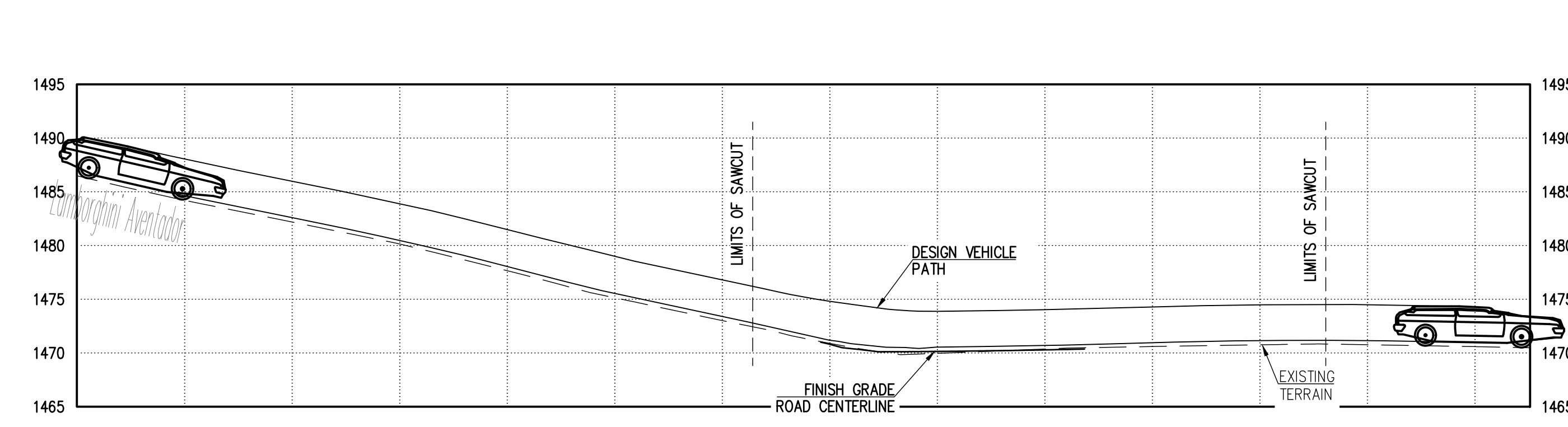
LOT 11 - MONTANA DE BONITAS CASAS
 BOOK 266, PAGE 25, MCR
 5211 E CHENEY DR
 PARADISE VALLEY, AZ 85253
 APN 169-06-099
 ZONING R-43



- LEGEND**
- BRASS CAP FLUSH
 - FOUND REBAR OR AS NOTED
 - CALCULATED POINT
 - PROPERTY LINE
 - - - EASEMENT LINE
 - - - MONUMENT LINE
 - W M WATER METER
 - W B WATER BOX
 - W V WATER VALVE
 - F H FIRE HYDRANT
 - C COMMUNICATIONS LINE
 - S SEWER LINE
 - T CATV, PHONE
 - G GAS LINE
 - W WATER LINE
 - E ELECTRIC LINE
 - - - 1488 EXISTING CONTOUR
 - XX PROPOSED SPOT ELEVATION
 - XX-XX PROPOSED CONTOUR
 - DRAINAGE FLOW ARROW
 - ASPHALT CONCRETE PAVEMENT
 - CONCRETE PAVEMENT
 - B CRITICAL SECTION (LOWEST GROUND TO VEHICLE DISTANCE)
 - 0.2h GROUND CLEARANCE AT CRITICAL POINT



VEHICLE DESIGN PATH 'A'
 SCALE HOR. 1" = 10', VER. 1" = 10'



VEHICLE DESIGN PATH 'C'
 SCALE HOR. 1" = 10', VER. 1" = 10'

Contact Arizona 811 at least two full working days before you begin excavation

 Call 811 or click Arizona811.com

REVISIONS:	DATE:	SCALE: 1"=10' OR AS NOTED	DESIGNED BY: NP	DATE: 11/05/25
			DRAWN BY: ZA	JOB: 2308267
			CHECKED BY: J	VERSION: 1.1
				PLOT DATE: 11/05/25

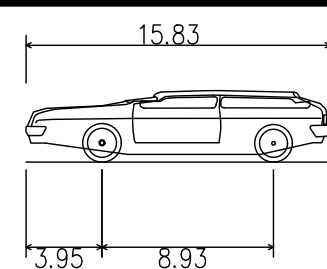
**PAVING PLAN
 VERTICAL
 CLEARANCE EXHIBIT**

**CHENEY DR AND LAS
 BRISAS INTERSECTION
 PARADISE VALLEY, AZ 85253**

P 602 889 1984 | F 602 445 9482
 8808 N CENTRAL AVE., SUITE 288
 PHOENIX, AZ 85020
 PHOENIX @ LDENG.COM

REGISTERED PROFESSIONAL ENGINEER
 CIVIL/PAVE NO. 41005
 NICKOLA J. PRODANOV
 10/28/2018

NOTE: DESIGN VEHICLE USED FOR THIS EXHIBIT IS LAMBORGHINI AVENTADOR WITH 0.42 FT GROUND CLEARANCE.



Lamborghini Aventador
 Overall Length 15.830ft
 Overall Width 7.450ft
 Overall Body Height 3.725ft
 Min Body Ground Clearance 0.405ft
 Max Track Width 5.750ft
 Lock-to-lock time 4.00s
 Curb to Curb Turning Radius 20.520ft

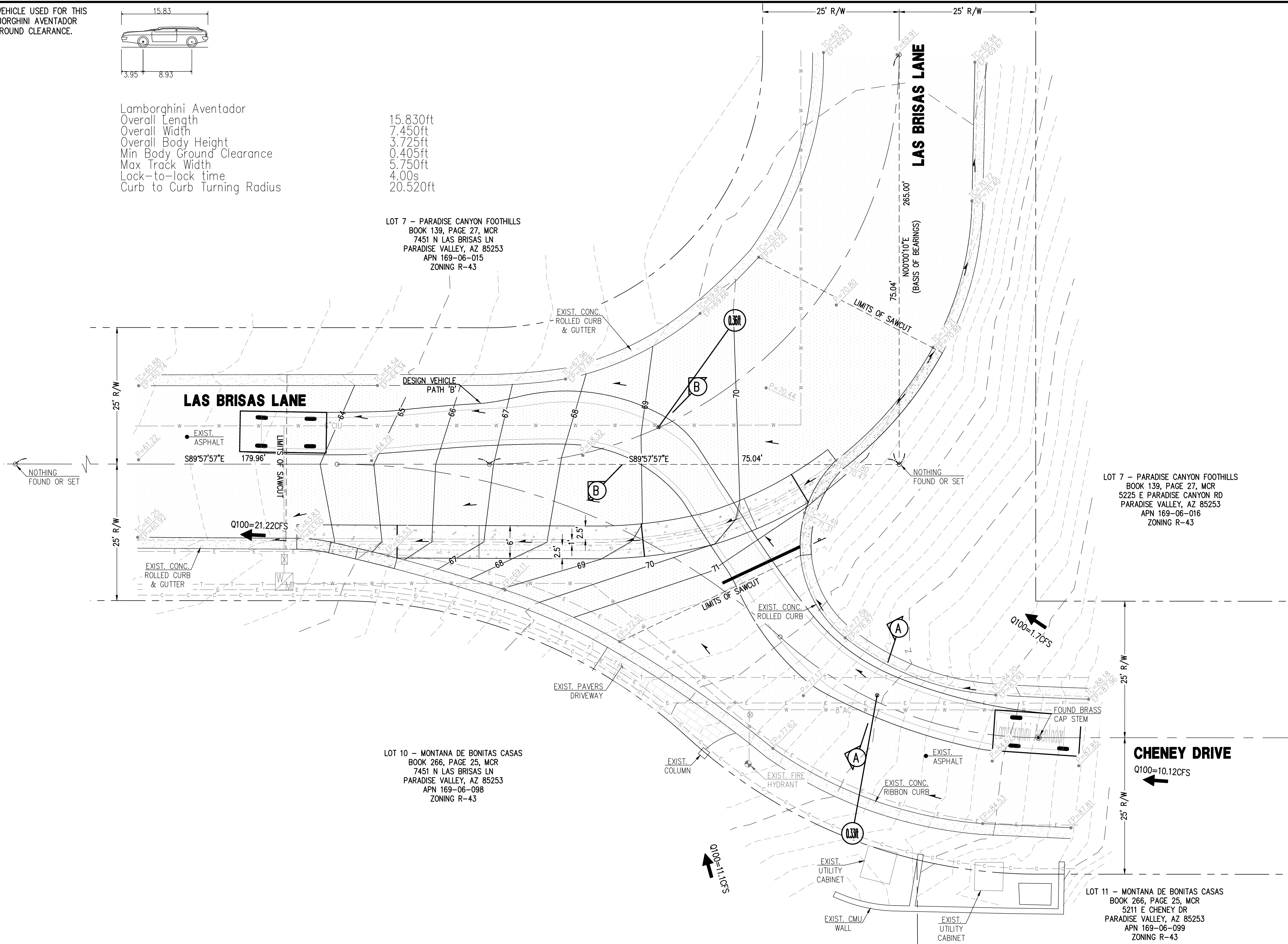
15.830ft
 7.450ft
 3.725ft
 0.405ft
 5.750ft
 4.00s
 20.520ft

LOT 7 - PARADISE CANYON FOOTHILLS
 BOOK 139, PAGE 27, MCR
 7451 N LAS BRISAS LN
 PARADISE VALLEY, AZ 85253
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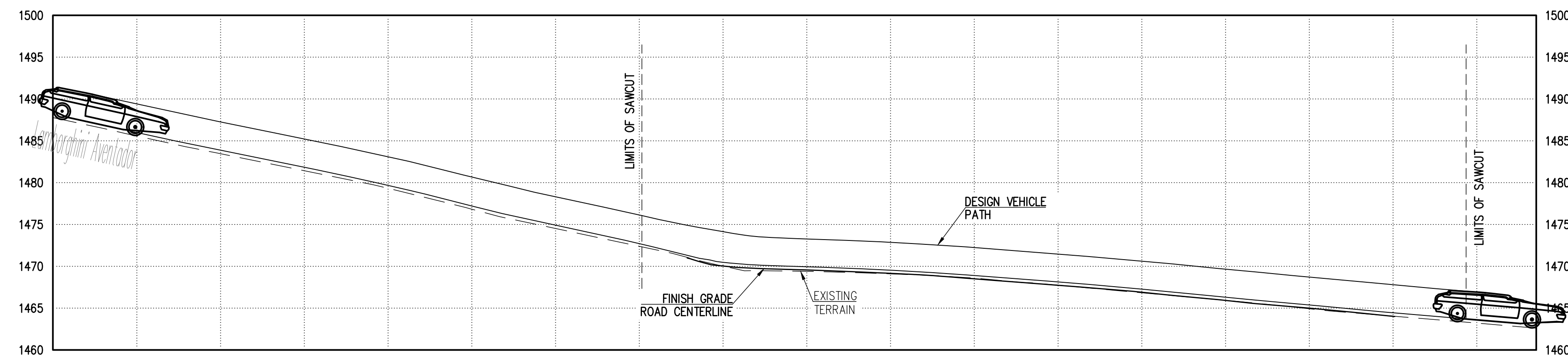
LOT 10 - MONTANA DE BONITAS CASAS
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 7451 N LAS BRISAS LN
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LOT 7 - PARADISE CANYON FOOTHILLS
 BOOK 139, PAGE 27, MCR
 5225 E PARADISE CANYON RD
 PARADISE VALLEY, AZ 85253
 APN 169-06-016
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LOT 11 - MONTANA DE BONITAS CASAS
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 5211 E CHENEY DR
 PARADISE VALLEY, AZ 85253
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- LEGEND**
- BRASS CAP FLUSH
 - FOUND REBAR OR AS NOTED
 - CALCULATED POINT
 - PROPERTY LINE
 - - - EASEMENT LINE
 - - - MONUMENT LINE
 - W-M WATER METER
 - W-W WATER BOX
 - W-V WATER VALVE
 - W-F FIRE HYDRANT
 - COMMUNICATIONS LINE
 - SEWER LINE
 - CATV, PHONE
 - GAS LINE
 - WATER LINE
 - ELECTRIC LINE
 - - - 1488 EXISTING CONTOUR
 - 87.15 EXIST. SPOT ELEVATION
 - XX-XX PROPOSED SPOT ELEVATION
 - XX-XX PROPOSED CONTOUR
 - DRAINAGE FLOW ARROW
 - ASPHALT CONCRETE PAVEMENT
 - CONCRETE PAVEMENT
 - B CRITICAL SECTION (LOWEST GROUND TO VEHICLE DISTANCE)
 - 0.2ft GROUND CLEARANCE AT CRITICAL POINT



VEHICLE DESIGN PATH 'B'
 SCALE HOR. 1" = 10', VER. 1" = 10'

DATE: 11/05/25	DESIGNED BY: NP	CHECKED BY: J
JOB: 2308267	DRAWN BY: ZA	VERSION: 1.1
SCALE: 1"=10' OR AS NOTED	DATE: 11/05/25	PLOT DATE: 11/05/25

**PAVING PLAN
 VERTICAL
 CLEARANCE EXHIBIT**

**CHENEY DR AND LAS
 BRISAS INTERSECTION
 PARADISE VALLEY, AZ 85253**

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REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 41005
 NICKOLA J. PRODANOV
 No. 12345
 LICENSED IN THE STATE OF ARIZONA

PV-9
 9 OF 9

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Call 811 or click Arizona811.com

**ATTACHMENT 3
TO
JOB ORDER NO. 1**

PAYMENT AND PERFORMANCE BONDS

See the following pages.