LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

This Linking Agreement for Cooperative Purchase (hereinafter "**Linking Agreement**") is made and entered into on this ____ day of _____, 20__ ("Effective Date") by and between the Town of Paradise Valley, an Arizona municipal corporation (hereinafter designated as the "**Town**") and B&F Contracting, Inc., an Arizona corporation, authorized to do business in Arizona (hereinafter designated as "**Contractor**"), whose principal place of business is located at: 1101 North 23rd Avenue, Phoenix, Arizona 85029, (each individually a "Party," together "Parties").

RECITALS

A. On January 1, 2019, the City of Peoria entered into a Job Order Contract with Contractor to purchase goods and services (construction contract) described in the JOC for Traffic Systems Contract for Construction, P19-0027B ("**Cooperative Purchasing Agreement**"), which is attached hereto as **Exhibit A** and incorporated herein. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the Town; and

B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

C. The Town desires to contract with Contractor for supplies or services identical or nearly identical to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement as the basis of this Linking Agreement, and Contractor desires to enter into this Linking Agreement to provide the supplies and services set forth in this Linking Agreement.

AGREEMENT

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

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

   1.1. Contractor shall provide Town the supplies and/or services, generally described as construction services for the Lincoln Drive and Invergordon Road realignment, and more particularly identified

in the Kimley Horn Improvement Plans Improvement Plans for Lincoln Drive and Invergordon Road Intersection Improvement Plans (19-084-ENG 4/14/2020 Final Submittal) attached hereto as **Exhibit B** and incorporated herein by this reference and the Job Order Cost Proposal from B&F Contracting dated 4/22/2020 attached hereto as **Exhibit B** and incorporated herein by this reference (together "**Scope of Work")** .

1.2. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Linking Agreement, except to the extent otherwise provided in Exhibit C. As used in this Linking Agreement, all references to the City of Peoria or Owner in the Cooperative Purchasing Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. Contractor shall comply with all specific requirements and/or options of the Town, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Cooperative Purchasing Agreement, Exhibits B and C take precedence.**

2. Payment. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract. The amount of compensation for the supplies and/or services purchased under this Linking Agreement shall not exceed $188,658.92, consisting of $178,658.91 as provided in **Exhibit B**, plus an Owner's Contingency of $10,000.

3. Contract Term and Renewal.

3.1. According to the Cooperative Purchasing Agreement, purchases can be made from the date of the award, which was January 1, 2019, until the date the contract expires on December 31, 2020, unless the term of the Cooperative Purchasing Agreement is extended by the original contracting parties.

3.2. The term of this Linking Agreement shall commence upon the Effective Date set forth above and shall remain in full force and effect through June 30, 2020 or until all work under this Linking Agreement is completed and satisfactory to the Town, whichever is earlier, unless terminated as otherwise provided in this Linking Agreement. At the Town's option, the Town may extend this Linking Agreement up to 60 days.

4. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Linking Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Linking Agreement are in full force and effect.

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

6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Linking Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

TOWN OF PARADISE VALLEY:

By: _____
Jill Keimach
Town Manager

ATTEST:

_____
Duncan Miller
Town Clerk

APPROVED AS TO FORM:

_____
Andrew Miller
Town Attorney

B&F CONTRACTING, INC.:

By: _____

Name: _____

Title: _____

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

EXHIBIT A
COOPERATIVE PURCHASING CONTRACT

[See attached: City of Peoria JOC for Traffic Systems Contract for Construction, P19-0027B]

CONTRACT AMENDMENT

Solicitation No: P19-0027B Page 1 of 1

Description: JOC for Traffic Systems

Amendment No: One (1) Date: October 28, 2019

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

Buyer: Lisa Houg

In accordance with the Contract Terms and Conditions, Section 2, Contract Term, the above referenced contract shall expire on December 31, 2019 and is hereby extended.

The New Contract Term is: **January 1, 2020** to **December 31, 2020**

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

Signature	Date	Typed Name and Title	Company Name
[signature]	10/29/19	Bruce W. Balls, General Manager	B&F Contracting, Inc.

Address	City	State	Zip
11011 N. 23rd Avenue	Phoenix	AZ	85029

Attested by:

[signature] for
Rhonda Geriminsky, City Clerk

City Seal
Copyright 2003
City of Peoria, Arizona

CC Number

ACON53218A
Contract Number

[signature]
Director: Adina Lund, Development & Engineering Director

[signature]
Department Rep: Chris Lemka, City Traffic Engineer

Approved as to Form:

[signature] for
Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

November 4, 2019, at Peoria, Arizona

[signature]
Christine Finney, Interim Materials Manager

(Rev 05/07/18)CF

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No:	P19-0027B
Description of Work:	Traffic Systems

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Lisa Houg
Phone: (623) 773-7115

OFFER

ROC089744, ROC111282
Contractor's License Number

B&F Contracting, Inc.
Job Order Contractor Name

Authorized Signature for Offer

11011 N. 23rd Avenue
Address

Bruce W. Balls
Printed Name

Phoenix | AZ | 85029
City | State | Zip Code

General Manager
Title

623-582-1170
Telephone

623-764-7585
Cell

bruceb@bfcontracting.com
E-mail

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

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

Attested by:

Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.
Eff. Date: January 1, 2019

Approved as to form:

Vanessa P. Hickman, City Attorney

ACON53218
Contract Number

Awarded on Dec. 24, 2018

Official File

Dan Zenko, Materials Manager

City Seal
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JOB ORDER CONTRACT

P19-0027

JOC for Traffic Systems

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT
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ATTACHMENTS

ATTACHMENTS

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Attachment D	Contractor's Contacts & Authorized Signature Form

JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of January, 2019, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and B&F Contracting, Inc., (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

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

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

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

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

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

1.6. Work. Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"***(JOC General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. Punch List Preparation. A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

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

1.9. Reference Standards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of

Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

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

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

2. CONTRACT TERM

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

2.2. **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in ***Attachment "A"***(JOC General Scope of Services), ***Attachment "B"*** (SIQ & Contractor's Response), ***Attachment "C"*** (JOC Cost Proposal Forms), and in ***Attachment "D"*** (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

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

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

3. PERFORMANCE OF THE WORK

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

3.1.1. Contract number along with Job Order Contractor's name;

3.1.2. Job Order number and date;

3.1.3. The agreed Work and applicable technical specifications and drawings;

3.1.4. The agreed period of performance and, if required by Owner, a work schedule;

3.1.5. The place of performance;

3.1.6. The agreed total price for the Work to be performed;

3.1.7. Submittal requirements;

3.1.8. Owner's authorized representative who will accept the completed Work;

3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and

3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

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

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

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

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

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

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

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

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

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

3.2.5. Construction Layout. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work.

Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

3.2.6. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

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

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

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

3.2.7.2. All traffic control devices required for this project shall be the responsibility of the Contractor. All traffic control devices shall conform to the general requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD), and shall be placed in accordance with approved traffic control plan and traffic control permit.

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

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

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

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

3.2.7.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during

the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department via email at offduty@peoriaaz.gov.

3.2.7.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department via email at offduty@peoriaaz.gov.

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

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

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

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

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

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

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

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

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

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

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

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

3.2.9.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used

on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at it's option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

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

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

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

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

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

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

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

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

4. JOB ORDER DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

5. MATERIAL AND WORKMANSHIP

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

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

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

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

6. SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. JOB ORDER SCHEDULES

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

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

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

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

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

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

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

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

8.7. **Owner Inspection before Acceptance.** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish

all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

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

9. INVOICING AND PAYMENT

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

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

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

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (***Attachment C***) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner. Profit on subcontractors/subconsultants shall not exceed 5 percent.

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

9.5. Retention. Not applicable.

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

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

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

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

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

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

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

9.8.4. Consent of Job Order Contractor's surety, if any.

10. CHANGES

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

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

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

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

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

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

10.5.1. Receipt of a written change order under ***§ 10.1*** above; or

10.5.2. The furnishing of a written notice under ***§ 10.2*** above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under ***§ 10.2*** above.

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

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

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

11. INSURANCE & BONDS

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

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

11.1.2. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: $1,000,000 Each Accident; $1,000,000 Each Employee for Disease; and $1,000,000 Policy Limit for Disease.

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate; and $2,000,000 Each Occurrence.

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

11.2. Owner as Additional Insured. The policies providing Commercial General Liability and Automobile Liability insurance as required in ***§ 11.1*** shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. Policy Endorsement. All policies providing Job Order Contractor's insurance as required in ***§ 11.1*** above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in ***§ 16.2***.

11.3.2. Waiver of subrogation in favor of Owner.

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

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

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

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

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

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

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

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

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

12. INDEMNIFICATION. To the fullest extent permitted by law, the Job Order Contractor, subcontractor or design professional shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of such Job Order Contractor, subcontractor or design professional or other persons employed or used by such Job Order Contractor, subcontractor or design professional in the performance of the contract or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. DISPUTES.

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

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

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

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

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

City of Peoria, Materials Management
Dan Zenko, Materials Manager
9875 N. 85th Ave – 2nd Floor

Peoria, AZ 85345
(623) 773-7115

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

Bruce W. Balls, General Manager
B&F Contracting, Inc.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office-623-582-1170, Cell-623-764-7585

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

14. TERMINATION AND DEFAULT

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

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

14.2.1. Stop work as specified in the notice;

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

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

14.2.4. As directed by Owner, transfer title and deliver to Owner:

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

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

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

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in *§ 14.2.3* above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

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

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

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under ***§ 14.4*** above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in ***§ 14.4.1.1.1.*** above; and

14.4.1.1.3. A markup, including overhead and profit, on ***§ 14.4.1.1.1.*** above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. Destroyed, Lost, Stolen or Damaged Property. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

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

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

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

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

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

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

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

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

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

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

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

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

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9 per day for each calendar day of delay, based upon the total job order value to date (i.e phased project awards). If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

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

15. WARRANTY OF CONSTRUCTION

15.1. Applicable Warranties. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in *§ 15.10*, that work performed conforms to the Job Order requirements and is free of

any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

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

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

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

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

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

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

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

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

15.7.1. Obtain all warranties required by the Job Order;

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

15.7.3. Enforce all warranties for the benefit of Owner.

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

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

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

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

16. STANDARD TERMS AND CONDITIONS

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

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings;

16.1.5. Project Specifications;

16.1.6. The latest revision of MAG Specifications, as amended by City; and

16.1.7. The latest revision of MAG Standard Details, as amended by City.

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

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

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

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

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

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

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

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

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

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

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

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

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

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

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

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

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

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

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

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

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

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

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

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

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

16.11. No Delegation or Assignment.- Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not

limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

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

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

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

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

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

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

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

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

notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

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

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

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

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

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

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

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

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

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

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

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

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

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

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

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

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

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

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

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

16.33 Prohibited Lobbying Activities. The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an

Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

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

16.35 Assurances of Compliance with Federal and State Laws. If any single job order project is funded with federal grant funds, the Contractor shall be responsibility to incorporate any necessary amounts in the job quote to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates. During the performance of work under this contract the Contractor and all Subcontractors will be required to certify compliance with the following federal provisions:

A. Equal Employment Opportunity. Comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Contractor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

Every effort will be made to insure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination. Such action shall include, but not be limited to the following: employment, promotion, 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 further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. The Contractor further agrees that this clause will be incorporated in all subcontracts or job-consultant Contracts related to this Contract." The County, State and the Agency are beneficiaries of this Section and are entitled to enforce it. The Contractor shall also comply with all applicable local, state and federal fair employment laws and regulations.

B. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7). When required by Federal program legislation, for all construction contracts of more than $2,000, comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Owner must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The Owner must report all suspected or reported violations to the County, State, City of Peoria and the Granting Agency.

C. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). For Contractors who apply or bid for an award of $100,000 or more, file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

D. Anti-Lobbying Certification. The Contractor certifies, to the best of his or her knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid, by or 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) 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 contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. Debarment and Suspension (E.O. 12549 and E.O. 12689). Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24

C.F.R. Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold may provide the required certification regarding their exclusion status and that of their principal employees.

F. Drug-Free Workplace Requirements. Comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and certify that they will comply with drug-free workplace requirements in accordance with the Act.

This certification is a material representation upon which reliance is placed by the U.S. Federal Agency in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the U.S. Federal Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

1) The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Informing employees about:

      1. The dangers of drug abuse in the workplace;

      2. The Contractor's policy of maintaining a drug-free workplace;

      3. Any available drug counseling, rehabilitation and employee assistance programs; and

      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

2) Notifying U.S. Federal Agency within ten days after receiving notice under subparagraph (d)(2) from an employee of otherwise receiving actual notice of such conviction;

3) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

4) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), and (d).

G. Compliance with Federal and State Immigration Laws.

1) Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

2) Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to U.S. Federal Agency and the cities that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) ("Contractor Immigration Warranty").

3) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of U.S. Federal Agency and/or the City of Peoria.

4) The U.S. Federal Agency and the City of Peoria retain the legal right to inspect the papers of any employee of Contractor or any subcontractor who works under this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist U.S. Federal Agency and/or the City of Peoria in the conduct of any such inspections.

5) The U.S. Federal Agency or the City of Peoria may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the U.S. Federal Agency and/or the City of Peoria in performing any random verification performed.

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

7) The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractor who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

H. Asbestos Abatement. The Contractor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration

(OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

I. Access To Records And Records Retention. The Contractor agrees as follows:

1) The Contractor agrees to permit the U.S. Federal Agency, the City of Peoria, U. S. Federal Agency, and the Office of the Inspector General and/or their designated representatives to have access to all any books, documents, papers and records of the Contractor or subcontractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

2) The Contractor agrees to retain all records for at least six years following the "Official Closeout" date of the grant or the resolution of all audit findings, payments and all other pending matters whichever is later.

J. Conflict Of Interest. The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:

1) There is no substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee with the City of Peoria and the U.S. Federal Agency.

2) Any substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Peoria or the U.S. Federal Agency that develops at any time during this contract will be immediately disclosed to the City of Peoria and the U.S. Federal Agency.

3) The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Peoria, or of any designated public agencies or Contractors which are receiving funds under the CDBG Entitlement program.

K. Compliance with Civil Rights Act of 1964

During the performance of this contract, the contractor agrees to comply with the following:

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

L. Termination for Convenience (43 CFR § 12.84)

Except as provided in §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

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

M. Equal Employment Opportunity (41 CFR § 60-1.4)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

O. Contract Work Hours and Safety Standards Act. Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Q. **Copyrights (43 CFR § 12.74).** The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

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

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

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

V. **System For Award Management Maintenance (48 CFR 52.204-13).** The Contractor is required to properly register and maintain an updated registration with the System for Award Management (SAM) database, which is the primary Government repository for prospective Federal awardee information and the centralized system for certain contracting, grants, and other assistance-related processes.

(a) Definition. As used in this clause--

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that–

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes–

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to–

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support he legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted–

(i) Via the internet at http://fedgov.dnb.com/webform or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.acquisition.gov.

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

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

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

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

(d) *Payrolls and basic records.*

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

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

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

ATTACHMENTS

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

ATTACHMENT A
JOC General Scope of Services

1.0 GENERAL INFORMATION

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various Traffic Systems projects on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

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

2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in *§ 4.3*.

4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period

of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

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

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

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

6.0 DESIGN

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

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

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

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

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

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

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

7.0 PROJECT AS-BUILTS

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

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

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

8.0 UTILITY COMPANY COORDINATION

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

9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the *"Maricopa County Health Department Air Pollution Control Regulations,"* namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A $1,000 deposit is required for each meter. An additional $28.00 service fee is also required. The cost of the water is at the prevailing rate.

11.0 ELECTRICITY

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

12.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

ATTACHMENT B

SIQ & Contractor's Response

(See Attached)

	STATEMENT OF QUALIFICATIONS	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P19-0027**	

REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

JOB ORDER CONTRACTING

FOR

TRAFFIC SYSTEMS

SOLICITATION NUMBER: P19-0027

Due Date:
October 9, 2018 by 5:00 PM Arizona Time

Pre-Submittal Meeting:
September 24, 2018 @ 2:00 p.m. Arizona Time

Point of Contact:
Lisa Houg
Contract Officer
Lisa.Houg@peoriaaz.gov
623-773-7191

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SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors for traffic signal traffic systems and street light construction, maintenance and repair and related services, on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

It is the intent of the City of Peoria to select two (2) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City. It is the City's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. The contractor is then directed to proceed with the work. Job Order Contracting may include ancillary design services, pre-construction services, construction work, maintenance and as-built documents.

1.2 Cooperative Purchasing

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

1.3 Project Budget

The City of Peoria CIP identifies funding for projects in fiscal year of 2019 and shows planned projects for the next ten (10) years. The approved 2019 budget is available to fund various projects utilizing the awarded JOC contract. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC

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exceed $3,000,000.

SECTION 2 – DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with traffic signal traffic systems and street light construction, maintenance and repair services. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn-key projects, including all permitting and regulatory requirements.

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

Contractors must have experience in the areas described in the Scope of Work (below).

2.2 Scope of Work

The City places significant emphasis on the qualifications and experience of the contractors we contract with and the individual employees performing services under our contracts in order to protect our citizens and ensure safe access to public spaces. Therefore, the City is requesting that all offerors assign only the most highly trained and qualified individuals to work on City projects involving traffic signal systems.

The City of Peoria maintains a network of traffic signals and street lights. This Job Order contract is intended for general contracting, construction, maintenance and repair services, together with architectural and engineering services as necessary, related to existing signals, building new signals, existing street lights and installing new street lights and associated street light systems within the City. It includes major and minor construction projects, renovations, maintenance, repairs, additions, demolition, re-constructions and alterations to signals and related systems, street lights and related systems within the intersections or close proximity to the intersections.

The successful contractor(s) shall have experience, knowledge, and ability to accomplish the following tasks.

1. Design – work with a design firm to produce drawings that can be used to permit work and complete projects.

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2. Utility locating – able to provide utility location and/or coordinate with utility companies or private locator services.
3. Legal descriptions and exhibits – work with outside sources to produce legal descriptions and exhibits.
4. Demolition – remove items necessary for signal and street light installation.
5. Cutting, milling, and removal – provide services as necessary to facilitate new signals and streetlights.
6. Signal work – install signal poles, heads, equipment etc. for complete intersection signalization work.
7. Signs and Striping – provide signs, both temporary and permanent signage and all striping associated with traffic systems.
8. Street light work - install street light poles, mast arms, equipment, etc. for complete street light system work.
9. Electronic gear – install, maintain or renovate low voltage systems that manage signals.
10. Detection – install loop and video detection.
11. Lighting – run conduit and power and install luminars on poles and install street lights.
12. Electrical work – install conduit, pull wires, and build both primary and low voltage systems in support of the signals and streetlights.
13. Boring – place conduit under structures by boring.
14. Concrete work – install sidewalks, curb/gutter, ramps, hard-scape, foundations, pads, and other concrete work to build signalized intersections.
15. Roadway work – install base, asphalt and other pavements in support of signalizing intersections.
16. Traffic Control – develop and operate traffic control for projects.
17. Landscaping – install new landscape, including meters, irrigation systems, planting and ground covers as well as refreshing existing landscaping.
18. Survey – provide accurate surveys and project staking.
19. As-builts – provide as-built drawings of the projects. Provide accurate red line updates to existing drawings for others to produce complete as-builts.
20. Public relations – provide public relations when required.
21. Utility work – provide wet and dry utility relocations, repairs or new work as required to install the signalized intersections. Work with utility companies to provide new services to traffic systems.
22. Materials testing – provide materials testing as required.
23. Design and install ITS – provide fiber systems, termination, equipment, repairs, integration, and re-configuring.
24. Install wireless systems – design and install wireless camera and data systems.
25. Maintain ITS – provide wiring audits and clean-up and standardization.
26. ITS work will include all right of way work up to and including connecting the network to communication equipment inside buildings. The ITS work is not intended to include building network infrastructure inside facilities.

2.3 Contractor Requirements

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Interested contractors must possess experience in the following areas:

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

Construction: The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.

Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.

Federal Compliance: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and submission of weekly certified payroll. The City of Peoria will notify the contractor if federal grants are utilized.

Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: the marking of as-built conditions on construction documents; assembly of an operations, maintenance, and warranty manual; turnover of certified payroll documentation (federal projects only); City, County, State, or Federal agency special close-out requirements; and maintenance personnel training (if applicable).

Depending on the scale of the projects under this JOC, experience in the following areas may also apply:

Professional Services: The contracting of professional design services from licensed Arizona professionals when the scope of the work requires basic construction documents to support the attainment of agency permits and/or for subcontractor bidding.

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

2.4 General Information

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

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

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) together with the City of Peoria Development Infrastructure Guidelines, Specifications and City of Peoria Supplemental to MAG Uniform Standard Details, and the construction documents (plans and specifications) associated with each Job Order.

SECTION 3 - STATEMENT OF QUALIFICATIONS

3.1 **SOQ Format:** The JOC contractors will be selected through a qualifications-based selection process based on the evaluation criteria outlined herein. The contractors selected will be the contractors whose SOQ's are responsive, responsible, and are the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion.

Interested Contractors must submit a Statement of Qualifications (SOQ) that addresses the points as outlined.

SOQ's should be assembled in the relative order as outlined below:

A. Method of Approach to Performing the Required Services

1. Describe your experience in the advantages and disadvantages of the JOC alternative delivery method compared to traditional design-bid-build.

2. Describe successful processes your company has developed for prior work that specifically parallels the JOC process. Provide specific details and methodology to demonstrate why each process was successful including any value added options and risk assessments.

3. Provide a description of the software system(s) successfully used by your company for project estimating, planning, scheduling and managing construction and the unique processes you've developed for its use in JOC (or comparable) contracts.

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4. Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the City'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 proposed Subcontractor Selection Plan attached as an Appendix.

5. Discuss the Contractor's intention of self-performance for each Job Order and indicate percentage of self-performance you intend to provide under this contract.

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

B. Local Experience & Qualifications of the Contractor

1. Provide a general description of all services to be provided by the Contractor under this JOC. Include information for any specific subcontractor to be utilized for all work of a certain type.

2. 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.

3. Provide project information where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.

C. Qualifications & Experience of Key Personnel

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

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

3. Provide project information for up to 5 key personnel expected to be assigned to this JOC where the Contractor provided construction services similar to those listed in Section 2 – Scope of Work.

SECTION 4 - SUBMITTAL REQUIREMENTS

4.1 Submittal Information

- Submit one (1) original and five (5) copies of your SOQ.
- SOQ's shall be on 8 ½ x 11" paper, text on one side only with the total page count not more than ten (10) pages.
- Adherence to the maximum page criterion is critical and each page with criteria information will be counted.
- Response should include the SOQ criteria, as outlined in Section 3.1.
- Font size should not be smaller than 10 point Times New Roman or Arial and page margins shall be ½" minimum

4.2 Appendix

Appendix shall contain the following and will NOT count against the total page count:

- Cover page prepared on the company's letterhead, with the name and contact information of the firm's lead person for the SOQ, and signed by an individual authorized to sign on behalf of the company (1 page).
- Subcontractor Selection Plan (1 page).
- Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years.
- Scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards may be placed on the same page.
- Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.
- Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause.
- Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.

4.3 Pre-Submittal Meeting: A pre-submittal meeting will be held at the following place and time:

ADDRESS: 9875 N. 85th Ave
Peoria, Arizona 85345
Point of View Conference Room

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

DATE: **September 24, 2018**

TIME: **2:00 p.m., Arizona Time**

All interested parties are urged to attend the pre-submittal Conference. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal meeting, it is strongly recommended that interested firms send a representative. The pre-submittal meeting is not mandatory.

SECTION 5 - SELECTION PROCESS AND EVALUATION CRITERIA

5.1 Evaluation Process

A Selection Panel will evaluate each Statement of Qualifications (SOQ) according to the evaluation criteria in order to determine a shortlist of 3-5 contractors for the interview phase of the selection process.

5.2 Evaluation Criteria

A. Statement of Qualifications

1. Method of Approach	450 points
2. Experience & Qualifications of the Contractor	250 points
3. Qualifications & Experience of Key Personnel	250 points
4. Conformance to SOQ	50 points

B. Interviews

1. Presentation	500 points
2. Response to Questions	500 points

The shortlisted contractors may be invited to participate in interviews. The interview criteria alone will be used in determining order on a final list. However, the City reserves the right to select contractor(s) based on the SOQ submittals only and not to proceed to interviews.

At the conclusion of the selection process, each of the rated elements for each contractor will be evaluated to determine the best-qualified contractors.

5.3 Critical Dates

The following schedule has been prepared for this selection process:

Pre-Proposal Meeting	September 24, 2018
Submittals Due	October 9, 2018
Notification of Interviews	October 31, 2018
Interviews (shortlist only)	November 7, 2018

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Contractor Notification November 8, 2018

Until the award and execution of the JOC contract, the City will only release the name of each company placed on the final list. All other information received by the City in response to the SOQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offeror(s) during the selection process. The proposals of the selected offeror(s) will be open to the public inspection after the Contract(s) are awarded and the City has executed the contract(s) with the selected offeror(s).

SECTION 6 – GENERAL INFORMATION

6.1 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in section 6.3 below, and may be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the "Legal Arizona Workers Act."
- *Federal Funds:* The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.
- *Protest Policy & Procedures:* The City of Peoria Protest Policy and Procedures are contained within the City of Peoria Procurement Code, Chapter 2 – Administration, which is available online at https://www.peoriaaz.gov/government/city-law/city-code. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at https://www.peoriaaz.gov/government/departments/finance/materials-management.

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

6.2 Questions

- All questions regarding this SOQ must be submitted in writing by emailing:
  Lisa Houg, Contract Officer - Lisa.Houg@peoriaaz.gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

October 9, 2018

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

RE: Job Order Contracting Services for Traffic Systems; Solicitation Number: P19-0027

Dear Members of the Selection Panel,

The streetlight, traffic signal and ITS services on this project are critical for the reliability, safety, longevity, and enhancement of the communication and infrastructure for the City of Peoria. B&F Contracting's extensive experience with the proposed team for this project and the continuing professional relationship we have with the City of Peoria make us an ideal candidate for the Traffic Systems Job Order Contract (JOC).

We are very interested in the opportunity to continue our partnering relationship with the City of Peoria on this JOC project. As a leader in the underground dry utility construction market, below are a few of B&F's unique qualifications.

Job Order Contracting Experience: B&F Contracting has completed multiple JOC projects consisting of 71 projects related to dry utilities and/or electrical, 171 projects related to sewer lines, 8 projects related to gas, 26 projects related to water lines and 9 miscellaneous plant work projects. We understand the need for flexibility due to the fast-paced nature of the JOC contract and will work to successfully execute each Job Order for the City of Peoria.

Experience Working with City of Peoria: B&F has a long working relationship with the City of Peoria, including our Wet Utility Pipeline Projects JOC with over 30 job orders. Over the past 5 years, B&F has completed more than 40 job orders on the Traffic Signal / Street Light JOC, within these projects, we have completed all 40+ on time and under budget. While B&F has worked alongside the City on projects from Small A poles to new intersections, we have kept an open line of communication and trust. We will continue to keep the City of Peoria and your citizens in mind on every project.

Collaboration: Partnering is a simple, yet critical element to any project or Job Order Contract. Our company's ultimate goal on this JOC is to promote our long-term relationship with the City of Peoria, further improving the efficiency, communication and performance of each Job Order. Our key team members will strive to provide exceptional project management services resulting in successful, high quality projects.

Please contact me should you have any questions or need additional information.

Sincerely,

Bruce Wayne Balls

Bruce W. Balls
B&F Contracting, Inc.
(623) 582-1170 (Office)
(623) 764-7585 (Cell)
bruceb@bfcontracting.com

A. method of approach to performing the required services

B&F Contracting, Inc. (B&F) is a privately owned and operated Arizona company specializing in the installation of underground utilities including: dry utilities, street lights, traffic signals, telecommunications, fiber optic installation, water, sewer, storm drain, and pipeline rehabilitation. Our team members have successfully managed and completed numerous projects encompassing traffic signals, dry utilities, waterlines, sewer lines, sewer rehabilitation, and related scopes of work due to our ability to work cooperatively with the owner and design team.

The B&F team has varied experience in all types of streetlight, traffic signal, traffic intersection modifications and fiber optic and communication installation. This experience varies from full new street signalization and installation to modifications and updates to existing signalization, and fiber to coaxial communication cables in a multitude of construction situations and locations.

1. JOC Advantages & Disadvantages

As a JOC contractor, we understand there are pros and cons within the JOC contract. We want to save the City of Peoria time and money and accommodate the timeline that the city needs. Working beside the City of Peoria for the past five years, we have been able to work through budgets, schedule and long lead items to accomplish numerous successful projects. B&F understands there will be small projects as well as projects that need to be completed quickly. As a team player, B&F wants to help the City of Peoria continue its success in the coming years.

ADVANTAGES

- GMP: This transparency builds trust
- Cost savings upfront on design
- Team able and willing to change scope as needed
- No change orders

DISADVANTAGES

- Not always the lowest cost but "best value"
- Long lead time on materials

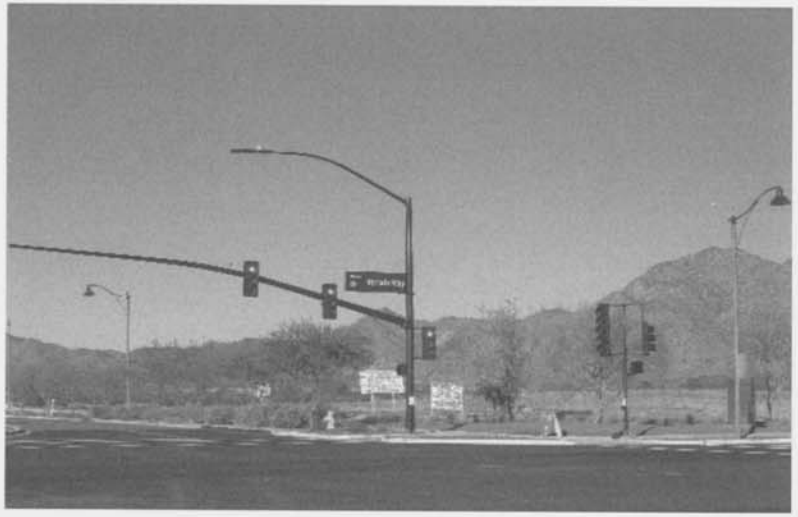
Cabinet and meter pedestal at 91st Ave and Union Hills

2. Successful Processes

B&F will have an obligation to the City of Peoria to work diligently as a team that enables each Job Order to be on time, below budget, and constructed to the highest quality and safety standards. We also understand that constructability, value engineering, and accurate cost models will be key components of each Job Order, and managing those correctly will directly result in success.

The proposed project management team offers 130 years of experience working with public agencies and an intimate knowledge of the planning, safety, and execution needs for each Job Order.

B&F Project Manager, Jayson Vanvolkinburg will oversee all planning and construction activities and will be the primary point of contact for the City of Peoria staff on individual Job Orders. Oversight of daily field operations including subcontractor management will be performed by our superintendents.



Phase 1 in Verrado

Over 200 Traffic Signal and Street Light Projects Performed With Multiple Crews

Given our extensive experience, we understand that the JOC process may be a short task or a more involved construction scope of work. Involving the appropriate City of Peoria departmental personnel, as the scope dictates, is dependent upon the critical path for construction.

A. method of approach to performing the required services

We have experienced personnel and multiple crews to address and complete multiple JOCs issued simultaneously. Construction schedules for each scope issued must be met, scope of work completed successfully and cost control maintained for each JOC to be considered successfully completed ***(see Figure 1: B&F's JOC Management Process Graphic)***.

B&F understands how critical it is to think outside the box when it comes to maintaining a construction schedule. For example, in a knock-down situation, finding a new location for the foundation with all existing utilities. B&F has helped a municipality by vacuuming around the existing foundation and removing it. In this instance, there was no need for a longer mast arm and/or push button poles.

3. Software Systems

Our approach for managing this JOC is directly related to the proactive management style of the key personnel and their ability to work cohesively as a team. The team members will work closely with the City of Peoria to obtain and coordinate all right-of-way (ROW) and traffic control permits.

SYSTEMS USED

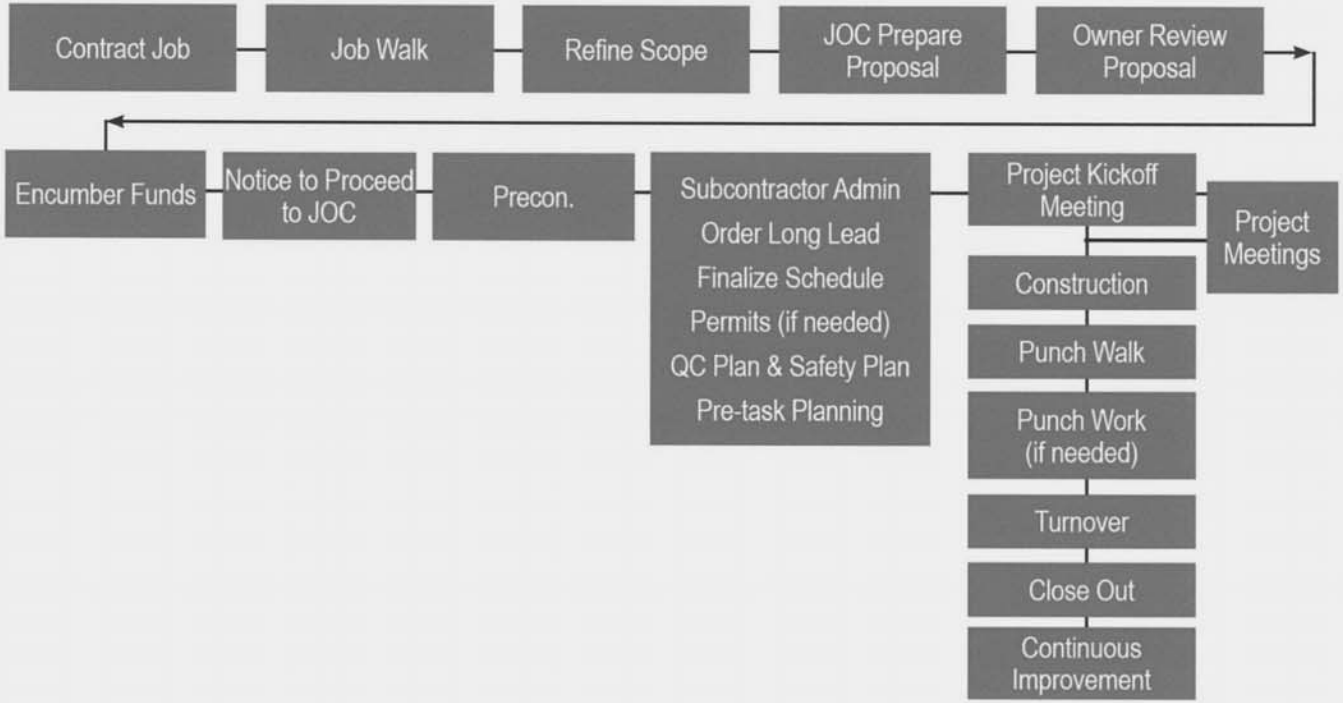
Our key team members have collaborated on numerous projects implementing the B&F systems listed below, resulting in over 200 successful traffic signal installation projects for the City of Peoria and other municipal agencies throughout Arizona.

Estimating: B&F uses the *Bid2Win* program for all our JOC, CMAR, and DBB projects. Our team also has access to *Plan Swift, Bluebeam,* and *AGTEK* for our cost estimating. We are well-versed in using these estimating systems to generate cost reports for labor, equipment, and material as backup to our cost model and schedule of values. Throughout the years, we have encountered the hidden conditions common in the traffic signal industry, estimating and including the cost for these unknowns in the original cost estimate. Conceptual estimates will be initially performed based on the preliminary jobsite information provided by the City.

Planning: B&F understands that a successful project starts with a solid plan. Without an efficient and effective structure in place, a project will be less successful and more likely to fail. This is why our key members start each project with a specific and unique plan to meet the goals of that project in a timely manner while meeting the guidelines of the owner. Furthermore, B&F establishes major milestones and possible critical issues early on in the design phase to avoid any setbacks or issues that the project might encounter. We will work with the City of Peoria, local residents, businesses, and all project stakeholders to meet deadlines and provide a quality finished product that will cause pride for all involved.

Managing Construction: The proposed construction team will be active during the design and construction phase managing the construction site, utility coordination, scheduling, planning, safety, and subcontractor coordination. B&F team members will work closely with the City of Peoria to obtain all ROW and traffic control permitting as necessary for the scope of work. Daily jobsite reports, dust control, and SWPPP reports will be generated and completed by our site superintendents. Weekly coordination meetings held with the subcontractor foremen will be required to anticipate and correctly schedule and sequence the work. Our Lead Project Manager,

FIGURE 1: B&F'S JOC MANAGEMENT PROCESS



A. method of approach to performing the required services

Jayson Vanvolkinburg, will be in close contact with all subcontractors, vendors, and suppliers throughout the preconstruction and construction phases.

4. Subcontractor Selection Plan

B&F has reviewed the City of Peoria's general subcontractor selection plan and the following outline identifies our plan to implement these requirements for this project.

While B&F is fully capable of self-performing the bulk of work required in this JOC, we do recognize the importance of selecting and partnering with qualified subcontractors. B&F will prequalify subcontractors based on the following criteria:

- Has the subcontractor successfully completed comparable projects and scopes of work in the past?
- Has the subcontractor provided similar services to other municipalities?
- Was the project completed on time and within the budget?
- Is the subcontractor able to obtain the necessary bonding and insurance requirements for the project?
- Do they have the ability to meet and/or exceed the proposed schedule?
- Is their price competitive within the marketplace?
- Does their product and/or qualifications meet the project performance criteria and specifications?

See our full Subcontractor Selection Plan in the Appendix section.

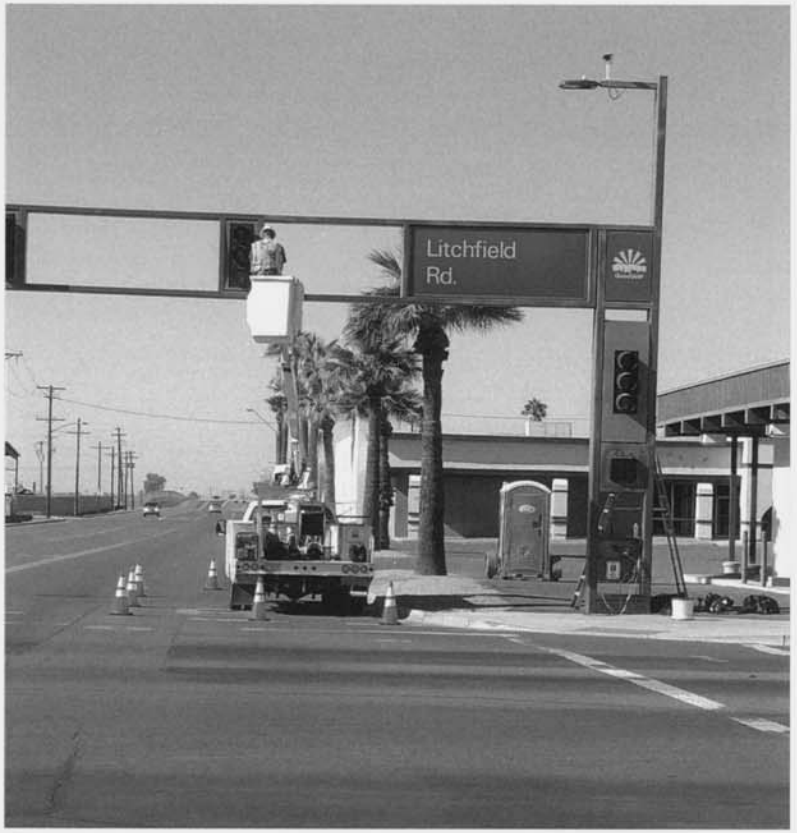
5. B&F Self-Performance

B&F's intent would be to self-perform 90% of each job order, and about 90% to 95% of the total work were under this contract. It is with these percentages that allows B&F to control cost, schedule and still provide the City of Peoria with the quality product they deserve.

6. Project Budget & Schedule

B&F works with the City's project managers to identify the specific scope of work that fits the City of Peoria's expectations. We will ask the questions, we walk the projects, coordinate as a team, and will propose our best approach for the project. Our GMP submission is completely transparent and B&F will discuss any items in the schedule that could affect the budget. B&F and the City will work as a team to complete another successful project.

Solar panel for monument sign at Vistancia



Rewire for the City of Goodyear

BENEFIT

B&F has been actively managing and self-performing work since 1990, with over 1,000 subcontractors and suppliers. This enables us to acquire competitive pricing and purchasing power that will be passed on to the City of Peoria.

B. local experience & qualifications

1. Description of Services

B&F strives to self-perform all street light / traffic signal related work including:

- Underground
- Foundations
- Signal poles and heads installation
- Over head and underground IMSA cable installation
- Video detection and loops
- EVP

By self-performing these scopes of work and working with qualified subcontractors and vendors, B&F will create the greatest opportunity to control the schedule and overall success of the project. We work closely with some of the Valleys leaders in the traffic control, concrete, signing and pavement markings, and fiber industries.

Open cut across Deer Valley Road

2. Arizona Contractor Licenses

License No.	License Type	Status
ROC089744	A General Engineering Commercial	Held by Firm
ROC111282	B 04 General Engineering Residential	Held by Firm

3.Project Information

In the last five (5) years, B&F has completed numerous Job Orders for the City of Peoria including traffic signal work. From an A pole knock down (EVP) project, to completing a new intersection and removing the old intersection at 91st Ave and Union Hills.

B&F has also installed 10 new street lights along 83rd Ave west of Olive Ave, Aldis video detection at several intersections, numerous rewires above and below ground and pole change outs due to accidents within a days' time. B&F has worked with the City of Peoria at 87th Ave and Deer Valley to accommodate the high profile and timeline surrounding this project while completing it on time and under budget.

PROJECT #1: 91ST AVE & UNION HILLS INTERSECTION

Date: 2016

Construction Cost: $248,406.58

Description: Coordinating with the City of Peoria and APS, B&F built the new intersection and removal of the old after completion.In addition, the team identified and worked around existing utilities and the existing system.

SIMILAR SCOPES OF WORK:

- Design work
- Utility locating
- Legal descriptions
- Demo
- Cutting and milling,
- Signal work,
- Electronic Gear
- Boring
- Concrete work
- Traffic control
- Landscaping
- Survey
- As-builts
- Material testing
- Install ITS
- Detection

PROJECT #2: 83RD AVE & OLIVE STREET LIGHTS

Date: 2017
Construction Cost: $83,674.17

Description: B&F installed 10 new street lights along 83rd Ave while working with another contractor in the same area to expedite the schedule. Coordination with the City of Peori and SRP irrigation occurred for the location of new foundations. The team completed potholing prior to ordering the material, allowing the City to change the mast arm length due to a conflict.

Reference:
Richard Costa
CIP Project Manager II, Development and Engineering Department
City of Peoria
(623) 773-7212
Richard.Costa@Peoriaaz.gov

SIMILAR SCOPES OF WORK:

- Utility locating
- Street lights
- Traffic control
- Signal work

PROJECT #3: 83RD AVE & THUNDERBIRD FYA

Date: 2017
Construction Cost: $54,043.90

Description: B&F completed the installation of a new cabinet and changing to G Heads, allowing for FYA. Night work was scheduled to accommodate the traffic volume and pre-planning allowed the City to perform inspections in the morning hours.

Reference:

Richard Costa
CIP Project Manager II, Development and Engineering Department
City of Peoria
(623) 773-7212
Richard.Costa@Peoriaaz.gov

SIMILAR SCOPES OF WORK:

- Traffic control
- Signal work

PROJECT #4: ALDIS VIDEO DETECTION

Date: 2016
Construction Cost: $141,920.92

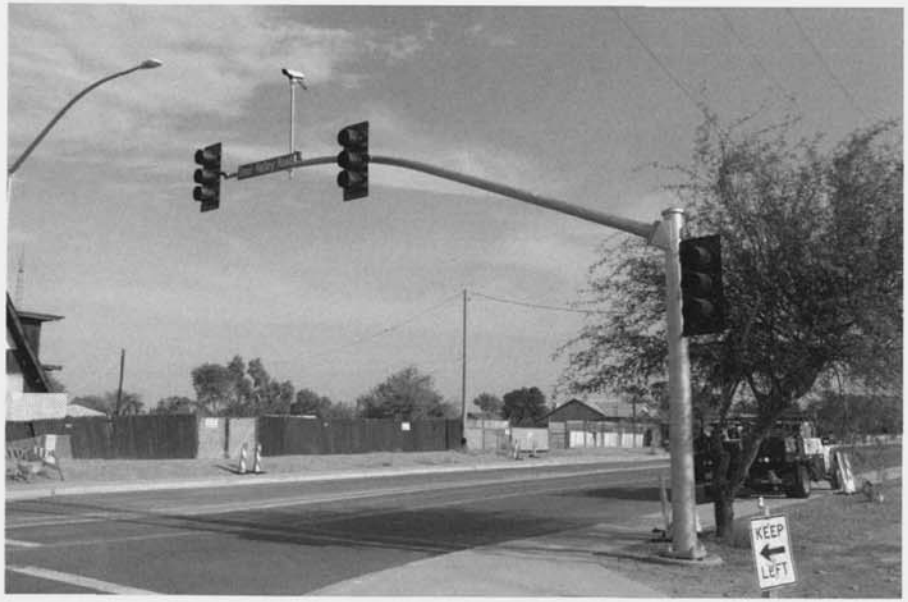
Description: B&F completed the installation of new video detection while working with the City of Peoria to make sure communication to TMC was achieved and with Aldis to find the proper location for video detection.

Reference:

Geoffrey Zinnecker P.E., Civil Engineer
Direct: (623) 773-7293
Office: (623) 773-7212
geoffrey.zinnecker@peoriaaz.gov

SIMILAR SCOPES OF WORK:

- Signal work
- Detection



PROJECT #5: 87TH AVE AND DEER VALLEY

Date: 2018
Construction Cost: $318,923.23

Description: The completion of a new intersection, working closely with the City of Peoria, Engineers and APS. B&F completed the project on time and under the City's budget.

SIMILAR SCOPES OF WORK:

- Design work
- Utility locating
- Legal descriptions
- Demo
- Cutting and milling,
- Signal work,
- Electronic Gear
- Boring
- Concrete work
- Traffic control
- Landscaping
- Survey
- As-builts
- Material testing
- Install ITS
- Signs and striping
- Detection

C. qualifications & experience of key personnel

1. Key Personnel Qualifications & Experience

B&F's proposed key team members have over 130 years of combined experience delivering traffic signal projects to the civil construction industry and have collaborated on over 150 successful job order contracts for various Arizona municipalities totaling over $100 million in revenue. The project management team proposed by B&F offers many years of experience working with the City of Peoria and intimate knowledge of the planning, safety and execution needs for each Job Order.

CAREER SNAPSHOT:
- 18 years in the industry
- 100+ JOC projects
- 50+ City of Peoria JOCs
- IMSA seminars

JAYSON VANVOLKINBURG
PROJECT MANAGER
7 Years with B&F

Jayson has been B&F's Project Manager for all dry utility contracting scopes of work. Working in the earthwork and underground utility construction portion of the industry for the last 18 years has given him extensive knowledge on these types of projects and excellent project management skills.

Jayson has been managing the dry utility job order contracts for B&F since joining the firm. This has led to successful, ongoing JOCs that are consistently renewed. Specifically, the success with the City of Peoria JOC has led to the Town of Paradise Valley interviewing B&F for similar work.

Utilizing the cooperative language from the City of Peoria to initiate the new JOC design, B&F was able to install 12 new intersections within the Town of Paradise Valley. Jayson's managerial style and skills have led to the award of three other JOCs for the cities of Casa Grande, Kingman, and Tempe. He builds relationships with each city involved and strives to meet their needs and exceed the standards of each governing municipality.

CAREER SNAPSHOT:
- 14 years in the industry
- 50+ JOC projects
- 25+ City of Peoria JOCs
- IMSA Level II
- IMSA Signal inspector
- IMSA roadway lighting

GABE SOTO
PROJECT SUPERINTENDENT
4 Years with B&F

Gabe will coordinate all field related activities including self-performed work, subcontractors, safety, quality control, and allocation of crew and equipment resources. He brings extensive street light / traffic signal experience including the past 3 years managing crews on the Peoria Traffic Signal JOC. Gabe understands what is required to build traffic signal projects and has the experience to successfully complete the project.

CAREER SNAPSHOT:
- 18 years in the industry
- 50+ JOC projects
- 30+ City of Peoria JOCs
- IMSA Level II
- IMSA roadway lighting

BRANDON PANGLE
FOREMAN
11 Years with B&F

With Brandon's expertise and leadership abilities in his trade and by completing all his assigned tasks on time and within budget, he has played an important role in B&F's success in the traffic signal, streetlight, and underground utilities division. Brandon's extensive knowledge and skill with traffic signals and electrical utilities qualify him to successfully complete any project that he is assigned in a timely manner.

ERIK DE LA CERDA

FOREMAN

2 Years with B&F

Erik started as a labor working his way up to foreman, gaining more skills and qualifications with every experience. He will manage all foreman related activities in the field, including self-performed work, managing subcontractors, assuring safety, quality, and traffic control. As an IMSA Level II Tech, he brings extensive traffic signal and streetlight experience.

CAREER SNAPSHOT:
- 12 years in the industry
- 30+ JOC projects
- 15+ City of Peoria JOCs
- IMSA Level II

JORGE MORENO

FOREMAN

4 Years with B&F

Jorge brings 18 years of experience to our traffic signal and street light division. He manages B&F's crews and subcontractors onsite. With Jorge's expertise and leadership abilities in the trade, and by completing all his assigned tasks on time and within budget, he plays an important role in B&F's successful traffic signal and street light division.

CAREER SNAPSHOT:
- 19 years in the industry
- 50+ JOC projects
- 15+ City of Peoria JOCs
- IMSA Level II

BENEFIT

B&F is structured to succeed with JOC contracts with multiple crews readily available. These multiple crews are able to respond quickly and efficiently. The proposed team for this JOC has scored a 99.7% on past performance evaluation forms from three different municipalities. Our team members are committed to achieving your goals.

2. Key Personnel & Perspective

Our company's ultimate goal on this project is to promote our long-term relationship with the City, by improving the efficiency, communication, and performance on the projects. Lead Project Manager, Jayson Vanvolkinburg, will conduct and lead all collaboration efforts with Peoria staff, subcontractors, and project stakeholders at the start of each project. Our key team members will strive to provide exceptional project management services resulting in a successful, high quality project. B&F has partnering experience with several municipalities including Peoria, Paradise Valley, Tempe, Scottsdale, Gilbert, and Mesa, working in collaboration with their city staff, design engineers, and other stakeholders to review project scopes, conduct constructability reviews, evaluate value engineering ideas, and to provide industry knowledge and contractor experience.

QUALITY CONTROL

B&F is able to deliver high-quality projects due to the proactive and hands-on management style of our proposed team members. Our lead superintendent is responsible for ensuring sections and testing are scheduled in advance and completed per the required specifications. To ensure these quality control principles are met, B&F will develop a Quality Control Management Plan during the design phase of this project.

PROJECT SCHEDULING

B&F understands the need for timely completion. We also understand that most individual job orders do not have a long duration. B&F has always kept an overall project schedule and sends it via email to the owners every two weeks. This allows the City to determine if we need to rearrange project sections to fit within scheduling conflicts. B&F's goal is to do whatever is needed in order for the City to reach their goals.

BENEFIT

B&F's ability to recognize changes early on will help eliminate potential cost and schedule impacts to each Job Order.

CLAIMS & DISPUTE RESOLUTION

B&F management is well-known throughout the Valley for being team oriented and cooperative with City staff. The difference of opinion and scope of work changes may occur in the field over the course of the project. It is B&F's intent to resolve any problems in the field before they become larger issues. A key component to dispute resolution is to identify the changes and/or revisions as early as possible and work expeditiously to minimize the overall impact.

On the rare occasion that a dispute is not settled in the field, Lead Project Manager Jayson Vanvolkinburg would request a meeting with the City staff and design engineer for discussion. If a solution cannot be worked out at this level, then we may request a meeting between Bruce Balls and the City of Peoria. It should be noted that it is our policy to avoid letting disputes proceed to this level. **As a result, B&F has never had a dispute escalate into a claim.**

CHANGES IN SCOPE OF WORK

B&F recognizes that change is part of every project, and our key personnel have the experience and ability to adapt to the changes over the course of a project. Our experience in the dry and wet utility market provides us with the insight to recognize potential changes early on and incorporate these costs into our GMP. Our team will identify potential changes early on and communicate this to City staff. All changes will be tracked and managed using an Adjustment Log that identifies, evaluates, and tracks all changes during the construction phase.

CONSTRUCTION SAFETY

B&F's in-house safety director provides all of our certifications and training classes, prepares site specific safety plans, regularly conducts job site visits and assures job site safety compliance. Due to the scope of work outlined in this JOC, the traffic signal work will be performed in City of Peoria ROW, requiring strict traffic control procedures.

New intersection at Verrado Way & McDowell Rd

B&F will work closely with the Street Transportation Department to ensure our traffic control plans are approved with minimal restrictions to Peoria businesses and residents. We will require all of our employees to attend weekly and yearly safety meetings and certification classes.

B&F certifies all of their field crew personnel in trench/shoring/ excavation safety, PPE, and confined space awareness. All field management personnel are required to attend the OSHA 10-hour safety course. Our management team will prepare a job-risk analysis for each specific activity and ultimately develop a site specific safety plan. We also require our subcontractors to complete a daily Task Hazard Analysis form for each of their scope activities.

VALUE ENGINEERING

B&F has extensive experience identifying, developing, and recommending alternative designs. By working effectively as a project partner with municipal and private sector clients, we have been helpful in reducing budgetary costs and construction time.

Our approach to identifying, developing, and recommending alternative designs begins with our first meeting with project stake holders to assess project goals. From this point forward, we work as a project partner to the project owner and engineer, meeting regularly for collaborative design review. The identification, development and recommendation of alternate designs and value engineering options is an ongoing process facilitated by these meetings.

BALANCING WORKLOADS

Balancing our work load is always challenging and is a very important part of our commitment to our Owners. B&F has three crews that we are willing to dedicate to the Peoria JOC. And if the work load is such we have an additional 50 field personnel that support other dry utility projects that we could draw from. We are prepared to handle any size of project that needs to be completed, and we are willing to help in any way.

WAYS TO REDUCE COSTS TO OWNER

The JOC is a partnership between the City of Peoria and the contractor. By having this relationship, a project can succeed without any plans, which saves time and money for the City. Additionally, we can have a change of scope meeting mid-project in the event of there are changes in design or unforeseen conflict. B&F has never had a contractor-driven change order on this signal JOC.

BENEFIT

Our proposed team has been actively involved in over 200 traffic signal and street light projects successfully delivered under JOC, CMAR, and General Contracting for multiple municipalities throughout Arizona since 2004. We are able to complete these successfully by utilizing our multiple crews and great communication.

C. qualifications & experience of key personnel

3. Key Personnel Project Information

		KEY PERSONNEL							KEY PROJECT ELEMENTS									
YEAR	OWNER / PROJECT NAME	JAYSON VANVOLKINBURG	GABE SOTO	BRANDON PANGLE	ERIK DE LA CERDA	JORGE MORENO	B&F ROLE	JOB ORDER CONTRACT	TRAFFIC SIGNALS	TRAFFIC SIGNAL FOUNDATIONS	STREETLIGHT INSTALLATION	TRENCHING	FIBER INSTALLATION	TRAFFIC LOOPS	CCTV	POWER FEED	OPTICOM	VIDEO DETECTION
2017	City of Peoria 91st Ave and Union Hills	■	■			■	GC	■	■	■		■	■	■	■	■	■	■
2016	City of Peoria 83rd Ave and Olive Street Lights	■		■				■	■		■							
2017	City of Peoria 83rd Ave and Thunderbird FYA	■	■		■		GC	■	■									
2016	City of Peoria Aldis Video Detection	■	■				GC	■	■									■
2014 - Present	City of Peoria Streetlights & Traffic Systems	■	■	■	■	■	GC	■	■	■	■	■	■	■	■	■	■	■
2014	Town of Paradise Valley Traffic Signal	■	■	■	■	■	GC	■	■	■	■	■			■	■	■	■
2016 - Present	City of Tempe Traffic Signal Foundations	■	■	■	■	■	GC	■	■	■	■	■	■	■	■	■	■	■
2016	City of Mesa Public Safety Fiber Network, ITS Expansion	■	■	■	■	■	GC	■			■	■	■	■		■		
2016	City of Peoria 87th Avenue and Lake Pleasant Parkway	■	■				GC	■	■			■	■		■	■	■	
2016	City of Peoria Aldis Video Detection	■	■				GC	■						■				■
2016	City of Mesa Frys #686	■	■				SUB		■	■	■	■	■		■	■	■	■
2016	City of Peoria Bell Road Improvements	■	■			■	GC	■	■	■		■					■	■
2016	City of Peoria 91st Avenue and Lake Pleasant Parkway	■	■		■		GC	■	■			■	■		■	■	■	
2016	City of Mesa Albany Village	■	■	■		■	SUB				■	■				■		
2016	City of Casa Grande Florence Boulevard and Camion Mercado	■	■		■	■	GC	■	■	■		■			■	■	■	■
2016	Town of Queen Creek Ocotillo Road and Meridian Road	■	■	■		■	SUB		■	■	■	■	■		■	■	■	■
2015	City of Buckeye Verrado	■	■				SUB		■	■	■	■			■		■	■
2015	Town of Queen Creek Ocotillo Road and Signal Butte	■	■			■	SUB		■	■	■	■	■		■	■	■	■
2015	City of Goodyear 143rd Avenue and Van Buren	■	■	■	■	■	SUB		■	■	■	■	■		■	■	■	■
2015	City of Tempe Rural and Broadway	■	■	■		■	GC	■	■	■		■			■		■	■
2015	City of Peoria 83rd Avenue and Paradise Lane	■	■			■	GC	■	■	■		■	■	■	■		■	■

appendix. subcontractor selection plan

B&F has reviewed the City of Peoria's general subcontractor selection plan and the following outline identifies our plan to implement these requirements for this project.

Subcontractor scopes of work will be procured by qualification and bid per the following process.

1. **DEFINE:** Clear and concise scopes of work will be assembled covering all scopes of work without overlap or scope gap. This ensures proper trade coverage, without incurring additional cost. These packages will also be grouped such that the subcontractors will not be forced to bid on work that they normally do not perform.
2. **PREQUALIFICATION:** Subcontractors will be contacted to determine their interest in the scopes of work.
3. **ISSUE:** Each subcontractor will be issued a bid package containing the scope of work to be bid upon, form of contract, proposed contract schedule, bid form, bid deadline, bid delivery option and all other necessary information to submit a qualified bid for the work.
4. **SUBMITTAL:** B&F will request a statement of qualifications including three references and three similar projects within the past three years as basis for consideration.
5. **SELECTION:** The firms that best meet the project requirements will be selected.

This subcontractor selection plan will help contract qualified firms to ensure this project is completed to all specifications and scheduled timelines. When evaluating on price and qualification, B&F will follow a standardized set of criteria that ensures the pricing for the work will be provided through a fair, competitive process, obtaining the "best value" for the City of Peoria. The following chart displays how their proposals will be evaluated on cost and qualifications.

Subcontractor Weighted Scoring Evaluation		
1.	**Firm & Personnel Qualifications**	**50%**
2.	**Project Understanding & Scope of Services**	**10%**
3.	**Cost Proposal**	**40%**

Steps to Subcontractor Selection

appendix. references

REFERENCE NO. 1

Geoffrey Zinnecker P.E.
Civil Engineer
City of Peoria
Development and Engineering Department
Direct: (623) 773-7293
Office: (623) 773-7212
geoffrey.zinnecker@peoriaaz.gov

REFERENCE NO. 2

Isaac A. Chavira
Transportation Maintenance Manager
City of Tempe
Office: (480) 350-8349
Cell: (480) 250-5185
isaac_chavira@tempe.gov

REFERENCE NO. 3

Jeremy T. Knapp, AICP
Engineering Services Analyst
Town of Paradise Valley
Office: (480) 348-3622
Cell: (602) 505-3992
jknapp@paradisevalleyaz.gov

STATE OF ARIZONA

Office of the

License No. ROC089744

Registrar of Contractors

This is to Certify That

B AND F CONTRACTING INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law, is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of

A-
GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 6TH *day of* MAY, 1991.

Arizona Registrar of Contractors •1931•

LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA 04/30/2020
Registrar of Contractors CERTIFIES THAT

B & F Contracting Inc

CONTRACTORS LICENSE NO 89744 CLASS A

General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

BONDING SOLUTIONS

10/01/2018

Re: Bonding Assurance: B&F Contracting, Inc
11011 N 23rd
Phoenix, AZ 85029

Re: Peoria Traffic Signals

To whom it may concern:

B&F Contracting is a valued bonding client of our agency. They have earned an excellent reputation both for the quality of its work as well as completing its projects in a timely manner. It also has a seasoned and capable management team, known for their integrity in their contracting endeavors.

B&F Contracting has handled all their projects in an excellent manner, with no bond claims.

B&F Contracting has a single limit of $40,000,000.00 and an aggregate of $65,000,000.00.

B&F Contracting is bonded by Employers Mutual Casualty Company, licensed to do transact surety business in all 50 states and is a U.S. Treasury "A" rated Surety Company by A.M. Best.

This letter is not to be construed as an agreement to provide surety bonds for the any particular project, but is to offer as an indication of our past experience and confidence in this firm. Their bonding company, Employers Mutual, will consider issuance of final payment and performance bonds within the parameters mentioned heretofore. However, it reserves its right to modify its plans upon the review of the terms and conditions of any contract and contract bond forms, any underwriting information the surety deems pertinent and project financing.

Again, we highly recommend B&F Contracting to you as an excellent prospective contractor. Should you have any questions, do not hesitate to contact our office.

Sincerly,

Taylor J Wilstead
Attorney-in-Fact
Bonding Solutions, LLC

BONDING SOLUTIONS, LLC
2855 E BROWN ROAD, STE 9
MESA, AZ 85213
PHONE: (480) 835-6745
FAX: (480) 898-7560
ALLSURETYBONDS.COM

appendix. terminated contracts/claims/litigation

No contracts or subcontracts of B&F Contracting, or contract held by the officers of the firm have ever been terminated.

B&F Contracting has never had any claims which resulted in litigation or arbitration in the last five years.

ATTACHMENT C

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

(See Attached)

City of Peoria
JOC Pricing Matrix

P19-0027, JOC for Traffic Systems

Contractor: B&F Contracting

Indirect Cost of the Work	$1.00 to $100,000	$100,001.00 to $250,000	$250,001 to $500,000	$500,001 to $1,000,000	$1,000,001 to $2,000,000	over $2,000,000
Overhead	7.00%	7.00%	6.00%	6.00%	6.00%	5.50%
Profit	6.00%	6.00%	6.00%	6.00%	5.50%	5.00%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.45%	1.00%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Tax (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	**20.76500%**	**20.76500%**	**19.76500%**	**19.76500%**	**19.21500%**	**17.76500%**

City Of Peoria - Traffic Systems

EXHIBIT 1.A GMP SUMMARY SHEET

CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

ROC-089744

Project Number:		**P19-0027B**	**Date:**	
Project Name:				
CONSTRUCTION SERVICES				**AMOUNT**
DIRECT COSTS				
A.	Cost of Construction (Labor, Materials, Equipment, Warranty)			$0.00
B.	Contractors Contingency			$0.00
	C.	**SUBTOTAL DIRECT COSTS**		**$0.00**
INDIRECT COSTS			**CALCULATED RATE** **	
D.	General Conditions (Excluding Bonds and Insurance)			$0.00
E.	Payment and Performance Bond		1.50%	$0.00
F.	Insurance (General Liability & Owner's Liability)		1.00%	$0.00
	G.	**SUBTOTAL GENERAL CONDITIONS COSTS**		**$0.00**
	H.	**SUBTOTAL DIRECT AND INDIRECT COSTS**		**$0.00**
I.	Construction Fee (G&A % & Profit %) Determind by pricing Matrix			$0.00
	J.	**SUBTOTAL DIRECT AND INDIRECT COSTS (INCLUDING FEE)**		**$0.00**
		K.		
		L. GMP (Minus Owner's Contingency)		**$0.00**
		M. Owner's Contingency		$10,000.00
		N. Total GMP		**$10,000.00**
		O. Total Prior Proposal		$0.00
		P. Total Change Orders		$0.00
		Q. Sales Tax (5.265%) = 65% * 8.05%		$695.50
		R.		$0.00
		S..		**$10,695.50**

City Of Peoria - Traffic Systems
EXHIBIT 1.B SCHEDULE OF VALUES
CITY OF PEORIA PROJECT NO. P19-0027B
JOB ORDER CONTRACT | B&F PROJECT NO.

NOTE: ***The documents behind this S.O.V. are the bid work-up pages detailing the labor/equipment and materials cost assigned to each line item.***

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

SP - Self-Performed; S - Subcontract

B&F GMP ITEM NO.	ITEM DESCRIPTION	UM	NOTES	GMP QTY	GMP UNIT COST	Total Price
	GENERAL REQUIREMENTS					
01	MOBILIZATION	LS	SP			$ -
02	TRAFFIC CONTROL (ALLOWANCE)	DAYS	S			$ -
03	OFF DUTY POLICE OFFICER (ALLOWANCE)	HR	S			$ -
04	ENGINEERING / TESTING (ALLOWANCE)	LS	s			$ -
05	PERMITS FEES (ALLOWANCE)	LS	s			$ -
06	MISCELLANEOUS / OTHER	LS	SP / S			$ -
01	PAY ITEMS PER BREAKDOWN OF BID ITEM'S	EA	SP			$ -
02		EA	SP			$ -
03		LS	SP			$ -
04		LS	SP			$ -
05		LS	SP			$ -
06		LS	SP			$ -
07		LS	SP			$ -
08		LS	SP			$ -
09		LS	SP			$ -
10		LS	SP			$ -
11		LS	SP			$ -
12		LS	SP			$ -
13		LS	SP			$ -
14		LS	SP			$ -
15		LS	SP			$ -
16		LS	SP / S			$ -
17		LS	SP/S			$ -
18		LS	S			$ -
19		LS	S			$ -
					SUBTOTAL ITEMS	$ -
					SUBTOTAL LESS OWNER'S CONTINGENCY	$ -
					SUBTOTAL WITH OWNER'S CONTINGENCY	$ -

City Of Peoria - Traffic Systems
EXHIBIT 1.C LABOR/MATERIAL/EQUIPMENT BREAKDOWN
CITY OF PEORIA PROJECT NO. P19-0027B
JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

Date:

Item	Description	Quantity	Unit	Unit Price	Extension
1	PAY ITEM NAME				

LABOR	QTY	HRS/DAY		UNIT PRICE	TOTAL
Foremen / IMSA Tech II	1		HR	$ 43.75	$ -
Operator	1		HR	$ 27.32	$ -
Laborer	1		HR	$ 21.76	$ -
Laborer	1		HR	$ 21.76	$ -
Driver	1		HR	$ 27.32	$ -

EQUIPMENT	QTY	HRS/DAY		UNIT PRICE	TOTAL
Forman's Truck (F450)	1		HR	$ 24.29	$ -
Boom Aerial Lifts For Truck Mounting (31' -40')	1		HR	$ 123.22	$ -
Aerial truck (to 30')	1		HR	$ 35.88	$ -
Transport (45' Trailer)	1		HR	$ 96.94	$ -
Cat 416 Backhoe	1		HR	$ 41.63	$ -
Vac Trailer	1		HR	$ 48.62	$ -

Crew, Equipment, Daily Rate: $ -

Cost or work Breakdown for Line Item Based on above units and below durations

	Production	Unit	Qty	Rate	Total
PAY ITEM NAME	1	Day	1	$ -	$ -

MATERIAL

Per quotes				
	EA			$ -
	CY			$ -
	EA			$ -
	LS			$ -
	LS			$ -

LINE ITEM # 1 **TOTAL: $ -**
LS $ 1.00
UNIT COST $ -

Item	Description	Quantity	Unit	Unit Price	Extension
2					

LABOR	QTY	HRS/DAY		UNIT PRICE	TOTAL
Foremen / IMSA Tech II	1		HR	$ 43.75	$ -
Operator	1		HR	$ 27.32	$ -
Laborer	1		HR	$ 21.76	$ -
Laborer	1		HR	$ 21.76	$ -
Driver	1		HR	$ 27.32	$ -

EQUIPMENT	QTY	HRS/DAY		UNIT PRICE	TOTAL
Forman's Truck (F450)	1		HR	$ 24.29	$ -
Boom Aerial Lifts For Truck Mounting (31' -40')	1		HR	$ 123.22	$ -
Aerial truck (to 30')	1		HR	$ 35.88	$ -
Cat 416 Backhoe	1		HR	$ 41.63	$ -

Crew, Equipment, Daily Rate: $ -

Cost or work Breakdown for Line Item Based on above units and below durations

	Production	Unit	Qty	Rate	Total
0	1	Day	1	$ -	$ -

MATERIAL

	EA			$ -
	CY			$ -
	EA			$ -
	LS			$ -

LINE ITEM # 2 **TOTAL: $ -**
LS $ 1.00
UNIT COST $ -

City Of Peoria - Traffic Systems

EXHIBIT 1.D PROJECT GENERAL CONDITIONS

CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

GMP

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

Date:
Revision:

B&F GC's ITEM NO.	ITEM DESCRIPTION	QTY	Total % of Project	UNIT	UNIT COST	TOTAL COST
	GENERAL CONDITIONS					
01	PROJECT MANAGER			HR	$ 82.30	$ -
02	PROJECT SUPERINTENDENT			HR	$ 82.30	$ -
03	JOB SITE RESTROOM			DAY		
	TOTAL PROJECT GENERAL CONDITIONS					$ -

01	PROJECT MANAGER	Labor Rate includes labor burden, vehicle, computer, phone
02	PROJECT SUPERINTENDENT	Labor Rate includes labor burden, vehicle, computer, phone

City Of Peoria - Traffic Systems

Exhibit 1.E PROJECT DESCRIPTION / SCOPE OF WORK

CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

Date:
Revision:

Following is a brief description of the project for which the construction services specified in this proposal are to be performed:

1.)

Additional Items not included on the plans or specifications:

1)

2)

Project Schedule & Critical Construction Dates:

City Review & Approval Proposal
Tentative Construction Notice to Proceed
Tentative Project Substantial Completion
Project Duration (for substantial completion)

Time between Approval and NTP includes time for pre-construction meetings, traffic control permitting coordination and material procurement
Time between NTP and Substantial Completion includes time for pre-construction meetings, traffic control permitting coordination and material procurement

TRAFFIC CONTROL BREAKDOWN

JOC-U12, MA13000496

Job Order Number		P19-0027B
Project Title		CITY OF PEORIA PROJECT NO. P19-0027B
Project Location		0

Date	12/5/2018

B&F Job #:

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

SITE	Exhibit	Location	Schedule	Duration (days)	Setup Time	Takedown Time	Total Hours	Setup/Takedown Unit Cost	TC Device Daily Rate	Setup & Takedown Cost	Total Device Cost
1										$ -	$ -
										Labor	Equipment
										$ -	$ -
										Total Traffic Control	**$ 24,000.00**
N/A										$ -	$ -
										Total for Variable Message Boards	**$ -**

City Of Peoria - Traffic Systems

EXHIBIT 1.F - CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS, EXCLUSIONS

CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

DATE:
Revision:

EXCLUSIONS

-
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City Of Peoria - Traffic Systems

EXHIBIT 1.H - SUBCONTRACTOR & SUPPLIER RECOMMENDATION

CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

Date:
Revision:

Scope of Work/Description	Subcontractor/Supplier	Amount	Comments

City Of Peoria - Traffic Systems

EXHIBIT 1.G - LIST OF PROJECT DOCUMENTS

CITY OF PEORIA PROJECT NO. P19-0027B

JOB ORDER CONTRACT | B&F PROJECT NO.

B&F CONTRACTING, INC.
11011 N. 23rd Avenue
Phoenix, AZ 85029
Office: (623) 582-1170 / Fax: (623) 582-3761

Date:
Revision:

NOTE: The GMP is based on the following Plans and Specifications:

ATTACHMENT D

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

(See Attached)

B&F CONTRACTING, INC.

November, 31 2018

Contact List for Signal JOC
P19-0027B

Name	Title	Email	Phone
Bruce Balls	Project Director	bruceb@bfcontracting.com	623-764-7586
Jayson Vanvolkinburg	Project Manager	jaysonv@bfcontracting.com	602-350-5578
Gabe Soto	Superintendent	gsoto@bfcontracting.com	602-332-1806
Bill Soper	Controller	bsoper@bfcontracting.com	623-582-1170
Denise Levreau	AR	ar@bfcontracting.com	623-582-1170

Main Office Address:

11011 N. 23rd Avenue

Phoenix, AZ 85029

P: 623-582-1170

F: 623-582-3761

B&F CONTRACTING, INC.

CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS

City of Peoria
Signal JOC
P19-0027B

The following employees are duly authorized to sign binding agreements for and on behalf of the Corporation.

Name	Signature
Contracts:	
Bruce W. Balls	
Thomas F. Foley	
Bill Soper	
Notice to Proceed:	
Bruce W. Balls	
Thomas F. Foley	
Jayson Vanvolkinburg	
Change Orders:	
Bruce W. Balls	
Thomas F. Foley	
Bill Soper	
Jayson Vanvolkinburg	

B&F Contracting, Inc.

Signed By: _____

Bruce W. Balls

DATE: 12/4/18

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

EXHIBIT B

SCOPE OF WORK AND PRICING
Kimley Horn Improvement Plans Improvement (19-084-ENG 4/14/2020 Final Submittal)
and
Job Order Cost Proposal from B&F Contracting dated 4/22/2020

KIMLEY HORN IMPROVEMENT PLANS IMPROVEMENT (19-084-ENG 4/14/2020 FINAL SUBMITTAL)

TOWN OF PARADISE VALLEY
IMPROVEMENT PLANS
FOR
LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

VICINITY MAP

TOWNSHIP 3N, RANGE 4E
N.T.S.

BENCHMARKS

PROJECT BENCHMARK

A FOUND BRASS CAP IN HAND HOLE LOCATED AT THE INTERSECTION OF 56TH STREET AND LINCOLN DRIVE.

ELEV =1363.426 NAVD–88 (TOWN OF PARADISE VALLEY DATUM)

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SHEET INDEX

1	COVER SHEET
2	GENERAL NOTES, LEGEND, AND ABBREVIATIONS
3-4	PAVING PLAN & PROFILE SHEETS
5	SIGNING AND MARKING PLAN SHEET
6-8	TRAFFIC SIGNAL SHEETS

OWNER

CONTACT:
PAUL MOOD
TOWN OF PARADISE VALLEY
6401 E LINCOLN DR
PARADISE VALLEY, AZ 85253
PH: 480-348-3573
EMAIL: PMOOD@PARADISEVALLEYAZ.GOV

Kimley»Horn

ENGINEER

CONTACT:
KIMBERLY CARROLL, PE
KIMLEY-HORN & ASSOCIATES, INC.
7740 N 16TH STREET, SUITE 300
PHOENIX, AZ 85020
PH: 602-906-1122
EMAIL: KIM.CARROLL@KIMLEY-HORN.COM

Registered Professional Engineer (Civil) CERTIFICATE NO. 34570 KIMBERLY CARROLL Date Signed 4 /14/2020 ARIZONA, USA

Kimley»Horn
7740 N. 16TH STREET SUITE 300, PHOENIX, AZ 85020
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	CON–19–084 ENG	1	8	

APPROVALS

TOWN ENGINEER _____ DATE _____

RECORD DRAWING CERTIFICATION

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

SIGNATURE _____ DATE _____

MAYOR

JERRY BIEN-WILLNER

VICE MAYOR

JULIE PACE

TOWN COUNCIL

PAUL DEMBOW
ANNA THOMASSON
SCOTT MOORE
ELLEN ANDEEN
MARK STANTON

TOWN ENGINEER

PAUL MOOD, P.E.

UTILITY & AGENCY CONTACT LIST

AT&T	COMMUNICATIONS	LUKE JENSEN	480–707–8581
APS	ELECTRIC	RON GANDARA	602–371–7546
COX	COMMUNICATIONS	TRAVIS CURRY	623–328–3519
CROWN CASTLE	COMMUNICATIONS	RICHARD ALGERIA	602–576–0951
CENTURYLINK	COMMUNICATIONS	ANDY ANDRADE	480–768–4574
EPCOR	WATER	LEE HUDDLESTON	480–882–4846
SOUTHWEST GAS	GAS	SCOTT SUASO	480–730–3843
ZAYO GROUP	COMMUNICATIONS	MATT BURKE	480–257–7714

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

19-084 ENG (4/14/2020) FINAL SUBMITTAL LINCOLN DR & INVERGORDON RD INTERSECTION

COVER SHEET

TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON–19–084 ENG

DR: DLR	DES: DLR	CK: KAC	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: N/A			1	8

REVISION BY TOWN OF PARADISE VALLEY

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE

K:\PHX_ROADWAY\091054011-LINCOLN DRIVE MEDIAN IMPROVEMENTS\CADD\12-SHEETS\ROADWAY\INVERGORDON SHEET SET\091054011_CV01.DWG | FENNER, JASON | 4/14/2020

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-19-084 ENG	2	8	

Kimley»Horn
7740 N. 16TH STREET
SUITE 300,
PHOENIX, AZ 85020
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

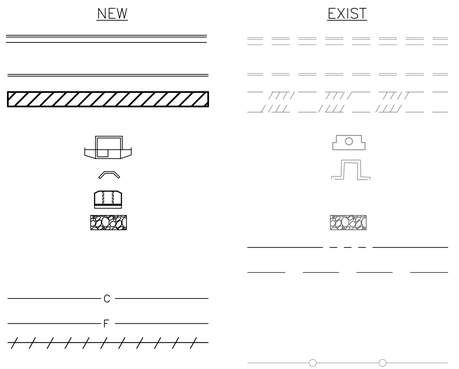
GENERAL NOTES

1. 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.
2. ALL CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS' (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION.
3. 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.
4. 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.
5. 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.
6. CONTRACTOR SHALL OBTAIN ANY AND ALL PERMITS AS REQUIRED BY THE TOWN OF PARADISE VALLEY, AT THE CONTRACTOR'S EXPENSE.
7. 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.
8. THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FOR CONSTRUCTION FROM EPCOR WATER. CONTACT EPCOR WATER TO SCHEDULE ANY RELOCATION OF HYDRANT METERS. CONTRACTORS SHALL NOT RELOCATE HYDRANT METERS.
9. CONTRACTOR MUST PROVIDE TO THE TOWN THE LOCATION FOR WASTE MATERIAL AND A LETTER FROM OWNER GIVING PERMISSION FOR DUMPING PRIOR TO STARTING CONSTRUCTION.
10. 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.
    a. IF ANY PART OF THE TCP FALLS WITHIN 300' OF A SIGNALIZED INTERSECTION, AN OFF-DUTY OFFICER WILL BE REQUIRED FOR TRAFFIC CONTROL.
    b. A TCP SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT 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.

PAVING GENERAL NOTES

1. THE TOWN OF PARADISE VALLEY ENGINEERING DEPARTMENT SHALL BE NOTIFIED 24-HOURS PRIOR TO ANY CONSTRUCTION WORK BY TELEPHONE AT (480) 348-3572. ANY WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. WITHIN A PHASE OF THE WORK:
    a. OBSTRUCTIONS TO PROPOSED IMPROVEMENTS IN THE RIGHT-OF-WAY SHALL BE REMOVED OR RELOCATED BEFORE BEGINNING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
    b. 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.
    c. 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.
    d. 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 NTP.
    e. RELOCATION OF WATER METERS SHALL BE DONE BY BERNEIL WATER AFTER PAYMENT OF PREVAILING FEES BY THE CONTRACTOR.
    f. RELOCATION OF EPCOR WATER FIRE HYDRANTS REQUIRES A SEPARATE PERMIT.
3. THE PROCEDURES AND METHODS USED TO SAMPLE, TEST MATERIALS, AND REPORT TEST RESULTS WILL BE DETERMINED BY THE ENGINEERING DEPARTMENT. FOR ALL PHASES OF CONSTRUCTION, THE TYPE, SCHEDULING, FREQUENCY AND LOCATION OF ALL MATERIALS TESTING AND SAMPLING SHALL BE DETERMINED BY THE ENGINEERING DEPARTMENT. ALL TEST RESULTS SHALL BE REPORTED DIRECTLY (IN WRITING) TO THE ENGINEERING DEPARTMENT. 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.
4. 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.
5. 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.
6. 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-FEET ABOVE PIPE. THE FILL MUST BE SUFFICIENT TO PREVENT THE LATERAL DISPLACEMENT OF THE PIPE.
7. THE ACTUAL POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY SHALL BE DETERMINED IN THE FIELD BY THE TOWN OF PARADISE VALLEY PUBLIC WORKS DEPARTMENT INSPECTOR.
8. 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.
9. ALL FRAMES, COVERS, VALVE BOXES, AND MANHOLE COVERS SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO COMPLETION OF PAVING OR RELATED CONSTRUCTION.
10. UNLESS OTHERWISE NOTED, PIPE TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH MAG SPECIFICATIONS
11. 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.
12. ALL RAMPS MUST MEET 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
13. THIS PROJECT'S WORK HOURS ARE GOVERNED BY TOWN CODE SECTION 8-10-2.

SYMBOL LEGEND



NEW	EXIST	SYMBOL DESCRIPTION
		VERTICAL CURB AND GUTTER
		SINGLE VERTICAL CURB
		SIDEWALK
		CATCH BASIN
		HEAD WALL
		SCUPPER
		RIPRAP
		RIGHT-OF-WAY LINE
		EASEMENT LINE
		FILL SLOPE
		SAWCUT
		FENCE
		STORM DRAIN PIPE
		COX CABLE TELEVISION LINE (FIBER OPTIC)
		UNDERGROUND ELECTRIC
		NATURAL GAS LINE
		SANITARY SEWER LINE
		CENTURYLINK LINE FIBER OPTIC
		FIBER OPTIC
		WATER LINE

NEW	EXIST	SYMBOL DESCRIPTION
		ALUMINUM CAP FLUSH
		ALUMINUM CAP IN HAND HOLE
		BRASS CAP FLUSH
		BRASS CAP IN HAND HOLE
		PK NAIL
		BOLLARD
	TV	CABLE TELEVISION MANHOLE
	TV	CABLE TELEVISION VAULT
	E	ELECTRICAL MANHOLE
	EM	ELECTRICAL METER
	E	ELECTRICAL PULL BOX
	ET	ELECTRICAL TRANSFORMER
	EV	ELECTRICAL VAULT
	T	FIBER MANHOLE
	FV	FIBER VAULT
		FIRE HYDRANT
		GAS MARKER
	GM	GAS METER
	ICV	GAS VALVE
		IRRIGATION CONTROL VALVE
	IR	IRRIGATION MANHOLE
		MAILBOX
		PALM TREE
		POWER DOWN GUY
		POWER POLE
	S	SANITARY SEWER MANHOLE
		SIGN
	SD	STORM DRAIN MANHOLE
		STREET LIGHT WITH MAST ARM
	T	TELEPHONE MANHOLE
		TELEPHONE PEDESTAL
	T	TELEPHONE PULL BOX
	TV	TELEPHONE RISER
	T	TELEPHONE VAULT
		TRAFFIC SIGNAL
	TS	TRAFFIC SIGNAL PULL BOX
		TRAFFIC SIGNAL WITH MAST
	TS	TRAFFIC SIGNAL VAULT
		TREE
	W	WATER MANHOLE
	WM	WATER METER
		WATER VALVE

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE
AP	ANGLE POINT
ARV	AIR RELEASE VALVE
AVE	AVENUE
BCFL	BRASS CAP FLUSH
BCHH	BRASS CAP HAND HOLE
B/C	BACK OF CURB
BP	BEGINNING POINT
BRG	BEARING
BVC	BEGIN VERTICAL CURVE
C	CUT
C&G	CURB AND GUTTER
CATV	CABLE TV
CL OR ℄	CENTERLINE
COMM	COMMUNICATIONS
CST	CONSTRUCTION
CT	COURT
CTL	CENTURYLINK
CV	CONTROL VALVE
Δ	DELTA
D	DEGREE OF CURVATURE
DBTR	DOUBLETREE
DE	DRAINAGE EASEMENT
DR	DRIVE
E	EAST OR EASTING
EL OR ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EP	ENDING POINT
ELEC	ELECTRIC
EQ	EQUIPMENT
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EX or EXST	EXISTING
F	FILL
F/C	FACE OF CURB
FM	FORCE MAIN
FND	FOUND
FO	FIBER OPTIC
G	GUTTER ELEVATION
GFL	GUTTER FLOW LINE
GB	GRADE BREAK
GV	GAS VALVE
H	HEIGHT
HP	HIGH POINT
IRR	IRRIGATION
LN	LANE
LP	LOW POINT
L	LENGTH
L/C	LIP OF CURB
LSCP	LANDSCAPE
LT	LEFT
N	NORTHING OR NORTH
NO	NUMBER
NOI	NOTICE OF INTENT
NOT	NOTICE OF TERMINATION
NPI	NO PAY ITEM
NTS	NOT TO SCALE
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
M	MONUMENT LINE
P	PAVEMENT ELEVATION
PC	POINT OF CURVATURE
PB	PULLBOX
PE G	POLYETHYLENE GAS
PI	POINT OF INTERSECTION
PMM	POLYMER MODIFIED MASTERSEAL
POB	POINT OF BEGINNING
POE	POINT OF ENDING
PROP	PROPERTY
PSS	PAVEMENT STRUCTURAL SECTION
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
QTY	QUANTITY
R	RADIUS
RD	ROAD
RT	RIGHT
R/W	RIGHT-OF-WAY
S	SEWER
SEC	SECTION
STA	STATION
SWCT	SAWCUT
SWLK	SIDEWALK
T	TANGENT
TOC OR TC	TOP OF CURB/TOP OF CURB ELEVATION
TCE	TEMPORARY CONSTRUCTION EASEMENT
TP	TELEPHONE PEDESTAL
UGE	UNDERGROUND ELECTRIC
W	WATER

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1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

Registered Professional Engineer (Civil)
CERTIFICATE NO.
59967
JASON
FENNER
Date Signed 4.14.2020
ARIZONA, U.S.A.

GENERAL NOTES, LEGEND AND ABBREVIATIONS

TOWN OF PARADISE VALLEY

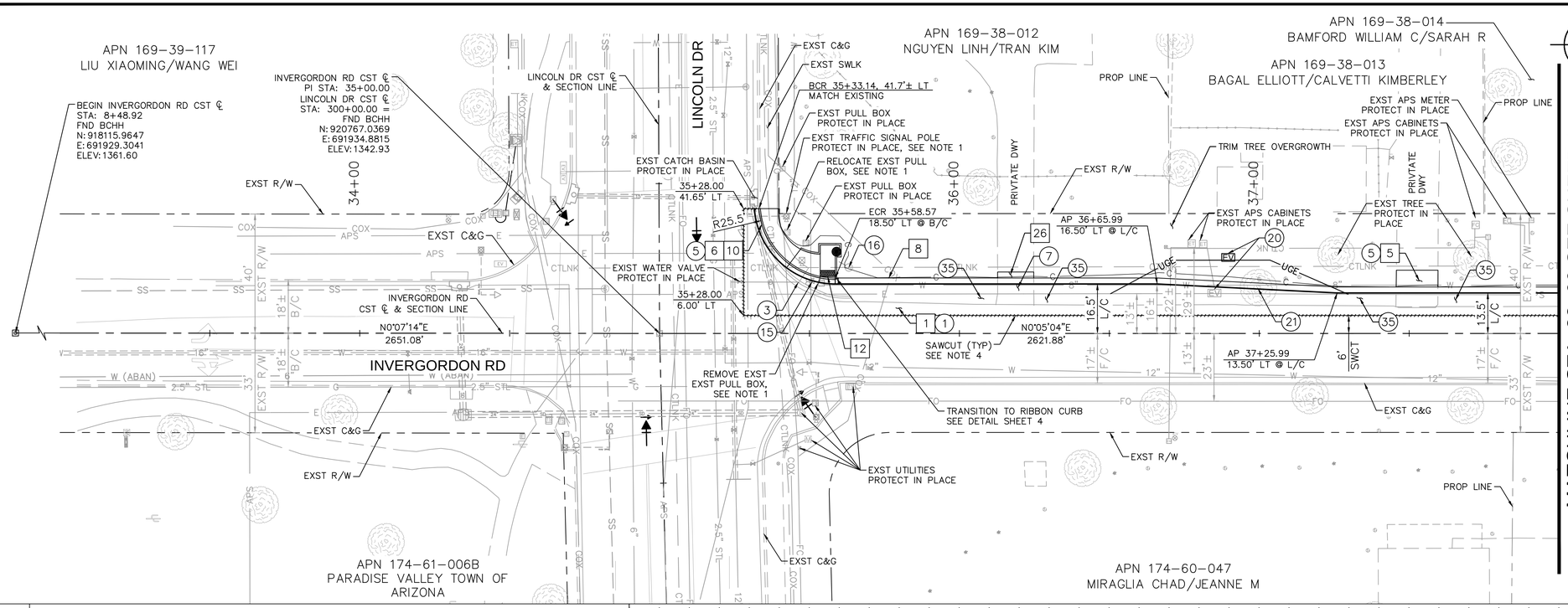
LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

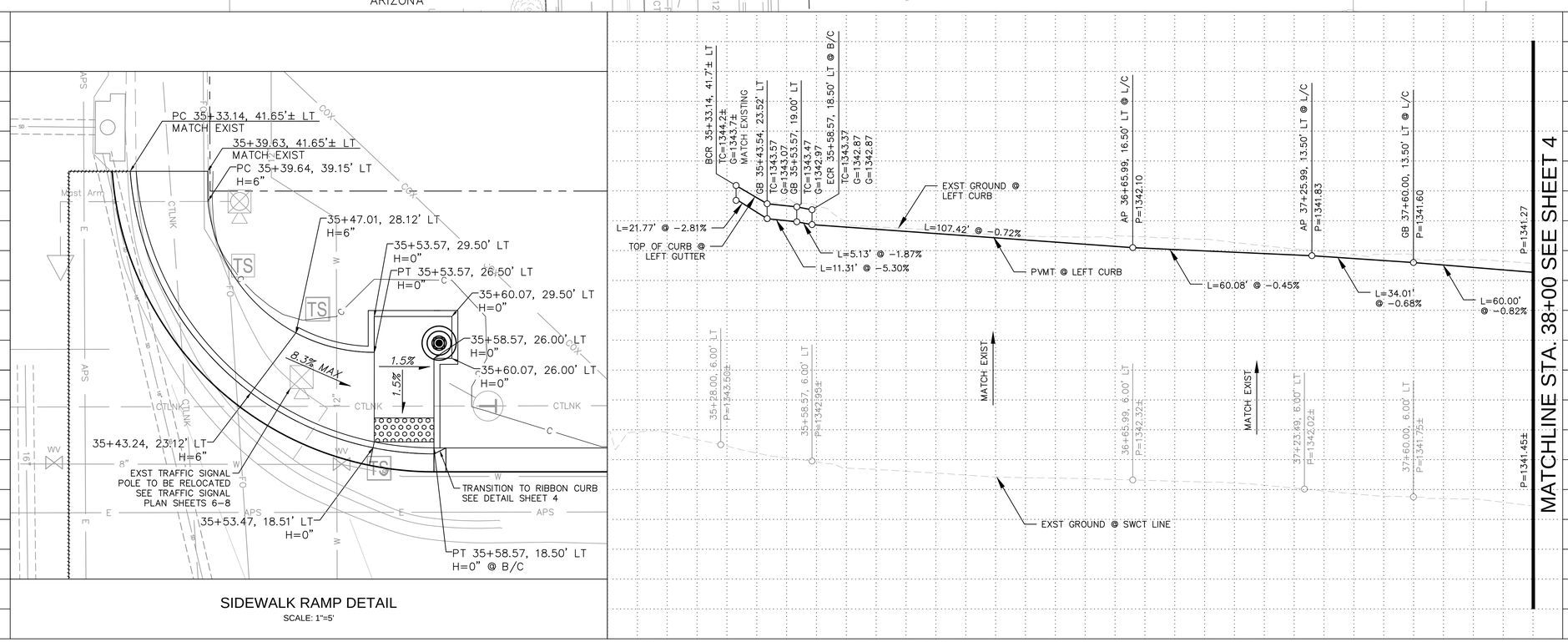
CON-19-084 ENG

DR: DLR	DES: DLR	CK: KAC	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: N/A			2	8

NO.	REVISION BY TOWN OF PARADISE VALLEY DESCRIPTION	REV BY	CKD BY	DATE

K:\PHX_ROADWAY\091054011-LINCOLN DRIVE MEDIAN IMPROVEMENTS\CADD\12-SHEETS\ROADWAY\INVERGORDON SHEET SET\091054011_GN01.DWG | FENNER, JASON | 4/14/2020





SIDEWALK RAMP DETAIL
SCALE: 1"=5'

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-19-084 ENG	3	8	

Kimley»Horn
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SUITE 300,
PHOENIX, AZ 85020
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

CONSTRUCTION NOTES

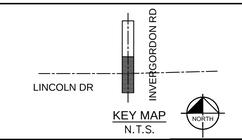
NO	DESCRIPTION	UNIT	QTY
1	PREPARE SUBGRADE & INSTALL AC PVMT, MATCH EXISTING	SY	310
5	PORTLAND CEMENT CONCRETE PAVEMENT, 9" THICK, CLASS B	SY	9
6	CONCRETE CURB & GUTTER PER MAG DTL 220-1, TYPE A, H=6"	LF	38
8	CONCRETE RIBBON CURB PER MAG DTL 220-1, TYPE B	LF	242
10	CONCRETE SIDEWALK PER MAG DTL 230 (CONCRETE TO BE SAN DIEGO BUFF COLOR)	SF	102
12	DIRECTIONAL SIDEWALK RAMP RETROFIT, TYPE B PER COS 2233-2 (CONCRETE TO BE SAN DIEGO BUFF COLOR, WITH DETECTABLE WARNING MATS TO BE TERRACOTTA COLOR)	EA	1
26	NEW BRICK PAVERS TO MATCH EXIST	SF	24

REMOVAL AND RELOCATION NOTES

NO	DESCRIPTION	UNIT	QTY
(1)	REMOVE AC PAVEMENT	SY	145
(3)	REMOVE EXISTING CURB OR CURB & GUTTER	LF	48
(5)	REMOVE & DISPOSE EXISTING CONCRETE SIDEWALKS, DRIVEWAYS, AND SLABS	SF	310
(7)	REMOVE EXISTING DRIVEWAY BRICK PAVERS	SF	132
(15)	ADJUST VALVE BOX AND COVER PER COS 2270	EA	1
(16)	ADJUST MANHOLE FRAME & COVER PER COS 2270	EA	1
(20)	RELOCATE EXISTING ELECTRIC VAULT (BY APS)	–	–
(21)	REMOVE EXISTING TREE, 12" DIAMETER AND GREATER	EA	1
(35)	REMOVE & RELOCATE EXISTING LANDSCAPE ROCKS	SF	587

SHEET NOTES

1. REFER TO SHEETS 6-8 FOR TRAFFIC SIGNAL PLANS.
2. ALL CURB OFFSETS ARE MEASURED AT THE FACE OF CURB, UNLESS OTHERWISE NOTED.
3. EXISTING LANDSCAPE AND IRRIGATION TO BE RESTORED.
4. NEW ASPHALT JOINT TO BE CRACKSEALED



KEY MAP
N.T.S.

HORIZ. 0 10 20 40
VERT. 0 1 2 4

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(OUTSIDE MARICOPA COUNTY)

PAVING PLAN & PROFILE

TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

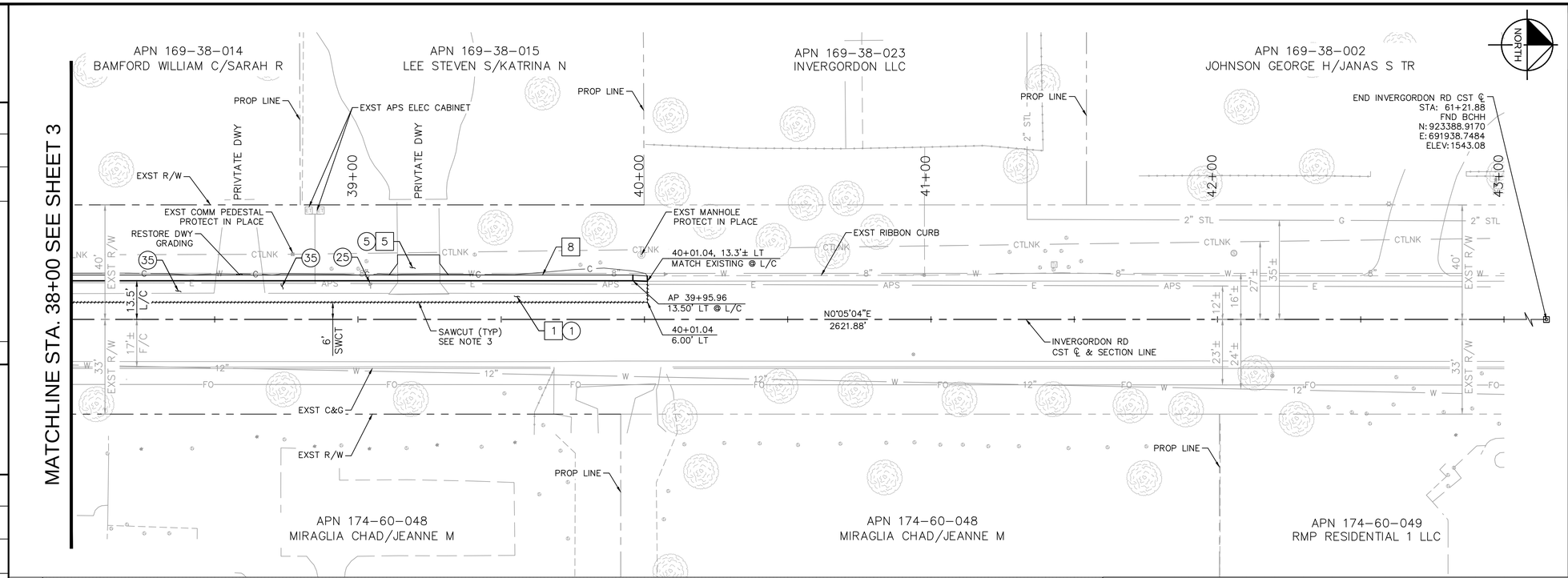
CON-19-084 ENG

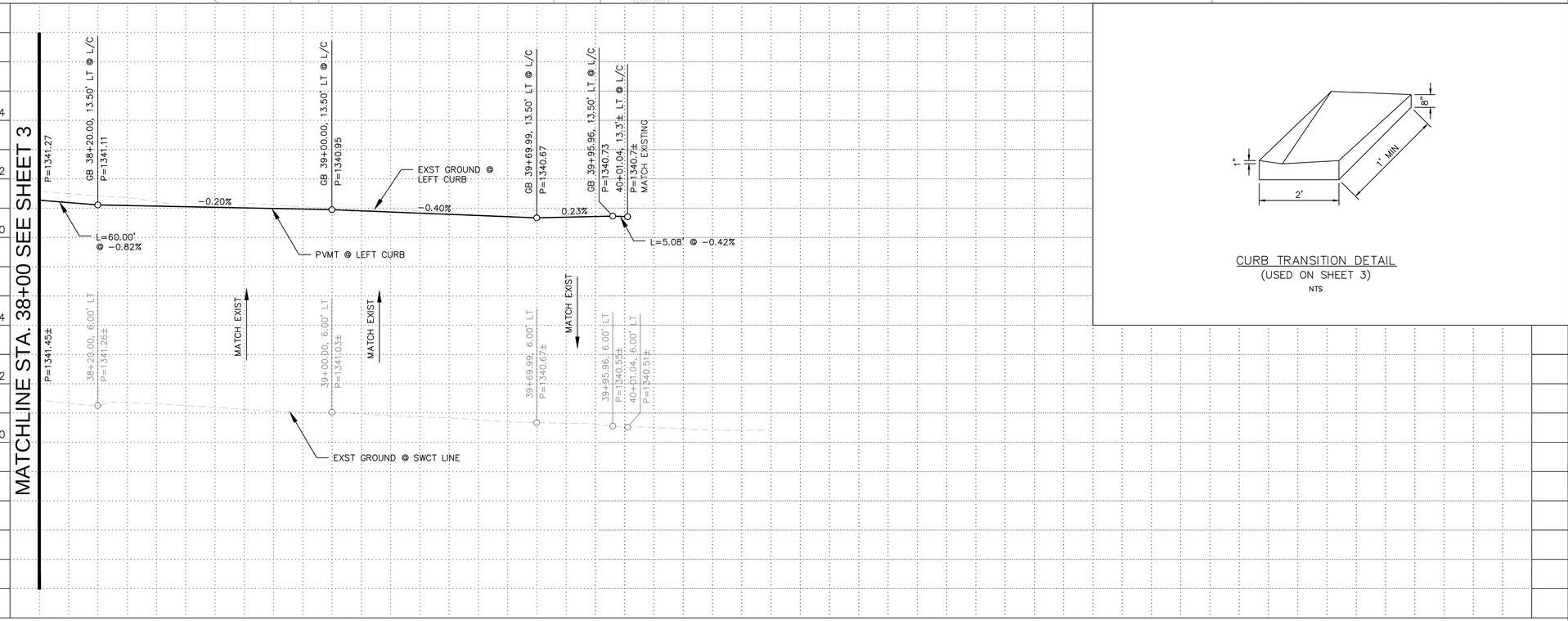
DR: DLR	DES: DLR	CK: JCV	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: 1"=20' HORIZ, 1'=2' VERT			3	8

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE

REVISION BY TOWN OF PARADISE VALLEY

K:\PHX_ROADWAY\091054011-LINCOLN DRIVE MEDIAN IMPROVEMENTS\CADD\12-SHEETS\ROADWAY\INVERGORDON SHEET SET\091054011_PP01.DWG | FENNER, JASON | 4/14/2020





CURB TRANSITION DETAIL
(USED ON SHEET 3)
NTS

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-19-084 ENG	4	8	

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SUITE 300,
PHOENIX, AZ 85020
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FAX: 602-944-7423
www.kimley-horn.com

CONSTRUCTION NOTES

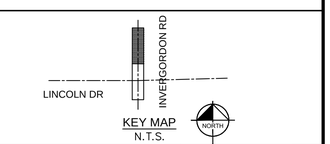
NO	DESCRIPTION	UNIT	QTY
1	PREPARE SUBGRADE & INSTALL AC PVMT, MATCH EXISTING	SY	167
5	PORTLAND CEMENT CONCRETE PAVEMENT, 9" THICK, CLASS B	SY	13
8	CONCRETE RIBBON CURB PER MAG DTL 220-1, TYPE B	LF	201

REMOVAL AND RELOCATION NOTES

NO	DESCRIPTION	UNIT	QTY
1	REMOVE AC PAVEMENT	SY	69
5	REMOVE & DISPOSE EXISTING CONCRETE SIDEWALKS, DRIVEWAYS, AND SLABS	SF	213
25	REMOVE & RELOCATE EXISTING MAILBOX (6" TO 8" BEHIND CURB)	EA	1
35	REMOVE & RELOCATE EXISTING LANDSCAPE ROCKS	SF	300

SHEET NOTES

1. ALL CURB OFFSETS ARE MEASURED AT THE FACE OF CURB, UNLESS OTHERWISE NOTED.
2. EXISTING LANDSCAPE AND IRRIGATION TO BE RESTORED.
3. NEW ASPHALT JOINT TO BE CRACKSEALED



KEY MAP
N.T.S.

HORIZ. 0 10 20 40
VERT. 0 1 2 4

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(OUTSIDE MARICOPA COUNTY)

Registered Professional Engineer (Civil)
CERTIFICATE NO.
59967
JASON FENNER
Date Signed 4/14/2020
ARIZONA, U.S.A.

PAVING PLAN & PROFILE

TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON-19-084 ENG

DR: DLR	DES: DLR	CK: JCV	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: 1"=20' HORIZ, 1'=2' VERT			4	8

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE
	REVISION BY TOWN OF PARADISE VALLEY			

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE
	REVISION BY TOWN OF PARADISE VALLEY			

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SIGNING AND MARKING GENERAL NOTES:

1. All pavement markings, signing and work zone traffic control type and layout need to conform to the latest edition of the Manual on Uniform Traffic Control Devices.

2. Work zone traffic control needs to conform to the City of Phoenix Traffic Barricade Manual and/or as directed by the city Public Works Inspector or Traffic Engineering Division.

3. Signs are to be installed on telespar prepunched square steel tubing posts per COS Standard Detail No. 2131.

4. Dimensions to signs need to include the sign post, or in the case of multiple posts, the plan view center of the sign.

5. "No Parking" signs shall only be used when the following site conditions exist.
   a. When any right–hand lane (curb lane) is 16 feet or wider, or if a paved shoulder area is present.
   b. Where on–street parking could be expected to occur, such as commercial areas where businesses have direct frontage on the street.
   c. When the above criteria exist "No Parking" signs (R8–3a 12–inch x 18 inch) with an arrow (single direction or bi–directional) below the "P" symbol on the sign to designate the direction of the restriction shall be installed approximately every 350–400 feet along the length of the project. No parking signs shall be installed approximately 5 feet from the back of curb at a 45–degree angle to the curb. Street light poles should be used for sign mounting when a light pole is within 50 feet of the proposed sign location.

6. All longitudinal striping (edge line, lane line and centerline) shall be .090"(90 mil) extruded thermoplastic, unless otherwise noted on the plans.

7. All transverse striping (stop lines, crosswalk lines) shall be a minimum of .090"(90 mil) extruded thermoplastic, unless noted otherwise on the plans.

8. All plan view striping dimensions are measured to the center of the line or center of the double line.

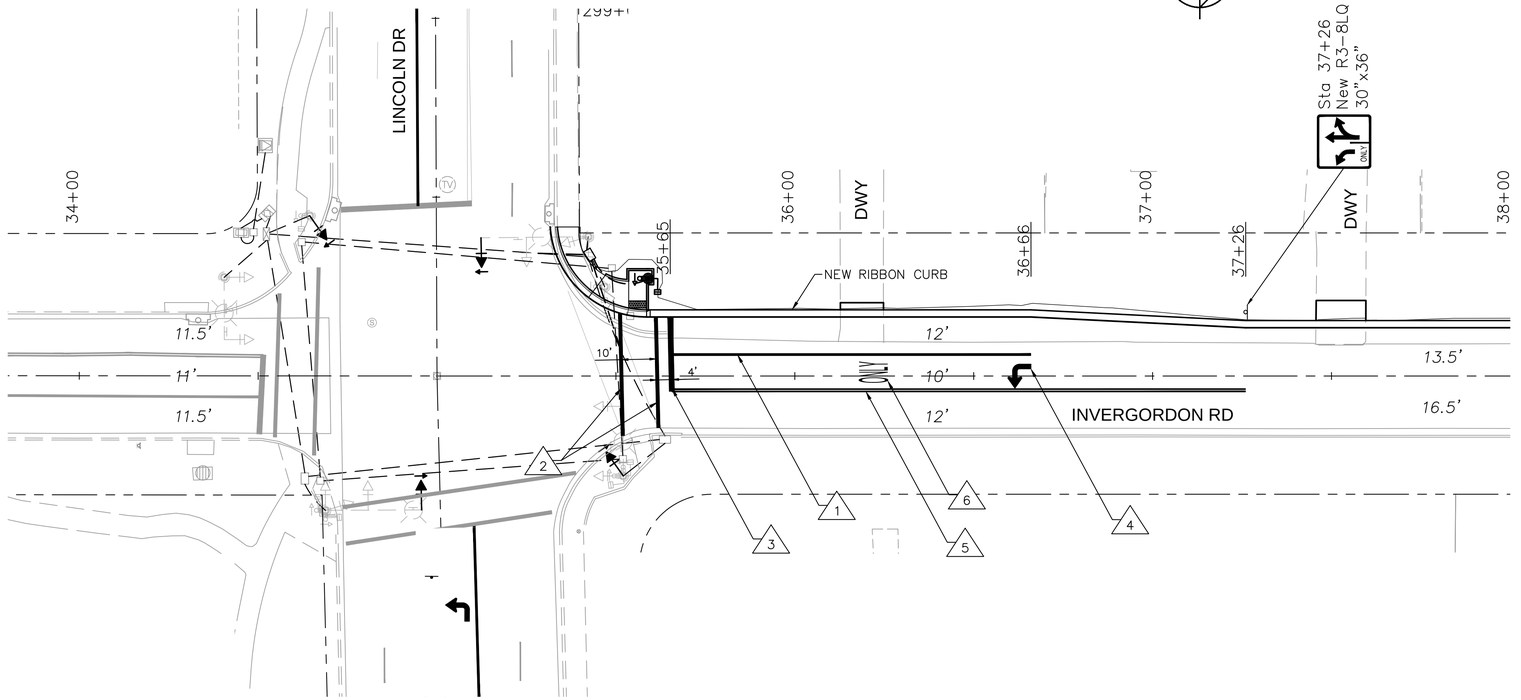
9. All pavement symbols, arrows and legends shall be Type 1 permanent, high performance pre–formed pavement tape. (Tape must perform as 3M 380I–ES series or equivalent.)

10. RPMs shall be used on all striped streets. RPMs shall be installed per COS Standard Detail No. 2132 and ADOT Standard Drawing M–19, with a city approved bituminous adhesive.

11. Blue Type F (2–way reflective) RPMs shall be used to indicate the location of all fire hydrants and remote fire department connections, per COS Standard Detail No. 2363. All existing pavement markings that conflict with proposed markings shall be removed by sandblasting, hydro blasting or grinding prior to the installation of new pavement markings. Treatment of pavement after striping has been removed, shall be a SS–1H or a product approved by the city Inspector.

12. ASTM Type XI Sheeting (minimum) shall be used for all warning and regulatory and street name signs. All advance street name signs shall be Type XI sheeting. School warning signs and accompanying placards must be ASTM Type XI fluorescent yellow green sheeting. All metro signs shall comply with the COS Standard Detail No. 2134–4 and 2134–3.

13. The contractor is responsible for layout of all pavement markings using control points spaced no more than 50 feet apart. Pavement marking layout shall be approved by Traffic Engineering prior to the application of the final product. All pavement marking drawings are schematic only. The contractor shall follow all dimensions, details and standards when installing pavement striping, marking and markers.



PAVEMENT MARKING NOTES

1. 8" Solid White With Type G (1–Way) Reflective RPM @ 20' Spacing
2. 12" Solid White
3. 18" Solid White
4. Left Turn Arrow Marking Per City of Scottsdale Figure 5–5.7
5. 4" Solid Double Yellow With Type D (2–Way) Reflective RPM @ 20' Spacing
6. Only Pavement Marking Symbol Per City of Scottsdale Figure 5–5.7

GRAPHIC SCALE IN FEET
0 10 20 40

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(OUTSIDE MARICOPA COUNTY)

Registered Professional Engineer (Civil)
CERTIFICATE NO.
34570
KIMBERLY CARROLL
Date Signed 6/ 14/ 2020
ARIZONA, U.S.A.

SIGNING AND MARKING PLAN

TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON–19–084 ENG

DR: DLR	DES: DLR	CK: KAC	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: 1"=20' Horiz.			5	8

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	CON–19–084 ENG	5	8	

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GENERAL CONSTRUCTION NOTES:

1. All traffic signal equipment and all construction in public rights–of–way or in easements granted for public use shall conform to:
   a. The ADOT standard drawings and specifications,
   b. The Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction,
   c. The COS Supplement to MAG Standard Specifications and Details for Public Works Construction, and
   d. The COS Traffic Signal requirements
2. Traffic control shall conform to the City of Phoenix Traffic Barricade Manual and/or as directed by the City Public Works Inspector.
3. Utility locations shown are based upon the best available information. The Contractor shall contact Arizona 811 (formerly Arizona Blue Stake) at 602–659–7500 before construction and verify actual utility locations.
4. Traffic signal poles, mast arms and service cabinets shall be painted with 2 coats of enamel paint meeting ADOT Specification Section #1002. Pole color shall match the existing pole color for the designated development area.
5. All pull boxes shall be ADOT standard Type #7. The home run pull box shall be an ADOT #7 Ext., with 18–inch drainage, consisting of #57 rock, per ADOT spec.
6. A ground rod shall be installed within the customer side of the electrical service panel and in the control cabinet foundation and an attached #4 bare grounding conductor.
7. Pavement replacement shall conform to COS Standard Detail 2200 and 2201. Sidewalk replacement shall conform to MAG Standard Detail 230.
8. Metro Street Name Signs shall be installed on traffic signal mast arms per COS Supplement to MAG Specifications, Section 402.3.4 and COS Standard Detail 2134.
9. Applicable signal and pedestrian indications shall be LED type lamps that meet ITE Equipment and Materials Standards for LED traffic signal indications.
10. Emergency Vehicle Pre–Emption shall be field–adjusted to optimize reception.
11. All existing traffic control devices (including pedestrian and vehicle detectors, communications, closed circuit television (CCTV) and stop signs) and street lights shall remain in operation until new installations are energized and operational. Any traffic detectors disturbed during construction shall be replaced with temporary detectors until the final detection system is in place and operational.
12. Any removed and salvaged TOPV equipment shall be returned to the COS Traffic Signal Shop at 9191 E. San Salvador, Scottsdale. All salvaged equipment shall be dismantled.
13. Questions concerning traffic signal design should be directed to Kimberly Carroll, P.E., Kimley–Horn, 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020. (602)–944–5500.
14. The electrical service address is: TBD.
15. Prior to start of construction the contractor shall contact the TOPV Traffic Operations Division at XXX–XXX–XXXX to coordinate power authorization, cabinet set–up, inspection requirements and the pre–construction meeting. TOPV Traffic Signals shall be called 48 hours prior to all inspection points.
16. Prior to start of construction the contractor shall contact the electric power provider to confirm power location and to schedule inspection.
17. All wires shall be color coded with tape as shown in COS Standard Detail 2141.
18. All signal foundations shall be flat, not dished or blocked/out. Foundations shall be no lower than back of sidewalk and/or 6 – 1/2 inch above the finished edge of the road and shall not be grouted.
19. All traffic signal poles, new, borrowed or existing shall be brought to "like new" condition, including unused holes welded, pole painted, wire upgraded to IMSA cable.

TRAFFIC EQUIPMENT AND ANNOTATIONS LEGEND

PROPOSED	EXISTING	
		Pole with Mast Arm and Traffic Signal
		Pole with Mast Arms for a Luminaire and Traffic Signal
		Pole with Mast Arms for a Luminaire and Traffic Signal with Video Detection
		Street Light and Luminaire Mast Arm
		Traffic Signal
		Traffic Signal w/ Directional Arrow
		Emergency Vehicle Detector
		Video Detection System
		Radar Advance Detector
		Illuminated Street Name Sign
		CCTV Camera
		Pedestrian Indication
		Pedestrian Push Button w/ Sign on Pole
		Transformer
		Drainage Flow Line

PROPOSED	EXISTING	
		Controller Cabinet
		Meter Pedestal
		#9 Pull Box
		#7 Pull Box w/ Ext.
		#7 Pull Box
		#3½ Pull Box
		#5 Pull Box
		Conduit Run
		Signal Pole/Cabinet Number/Street Light Identifier
		Conduit Run Number
		Pull Box Number
		Construction Notes Number
		Removal Notes Number
FROM / TO		Relocate Note

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS–BUILT
9	ARIZ	CON–19–084 ENG	6	8	

Kimley»Horn
7740 N. 16TH STREET
SUITE 300,
PHOENIX, AZ 85020
PHONE: 602-944-5500
FAX: 602-944-7423
www.kimley-horn.com

REVISION BY TOWN OF PARADISE VALLEY

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE

REVISION BY TOWN OF PARADISE VALLEY

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE

REVISION BY TOWN OF PARADISE VALLEY

NO.	DESCRIPTION	REV. BY	CKD. BY	DATE

K:\PHX_ROADWAY\091054011–LINCOLN DRIVE MEDIAN IMPROVEMENTS\C4DD\12–SHEETS\ROADWAY\INVERGORDON SHEET SET\091054011_TS01.DWG | FENNER, JASON | 4/14/2020

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

Registered Professional Engineer (Civil)
CERTIFICATE NO.
34570
KIMBERLY
CARROLL
Date Signed 6/14/2020
ARIZONA, U.S.A.

TRAFFIC SIGNAL NOTES AND LEGEND

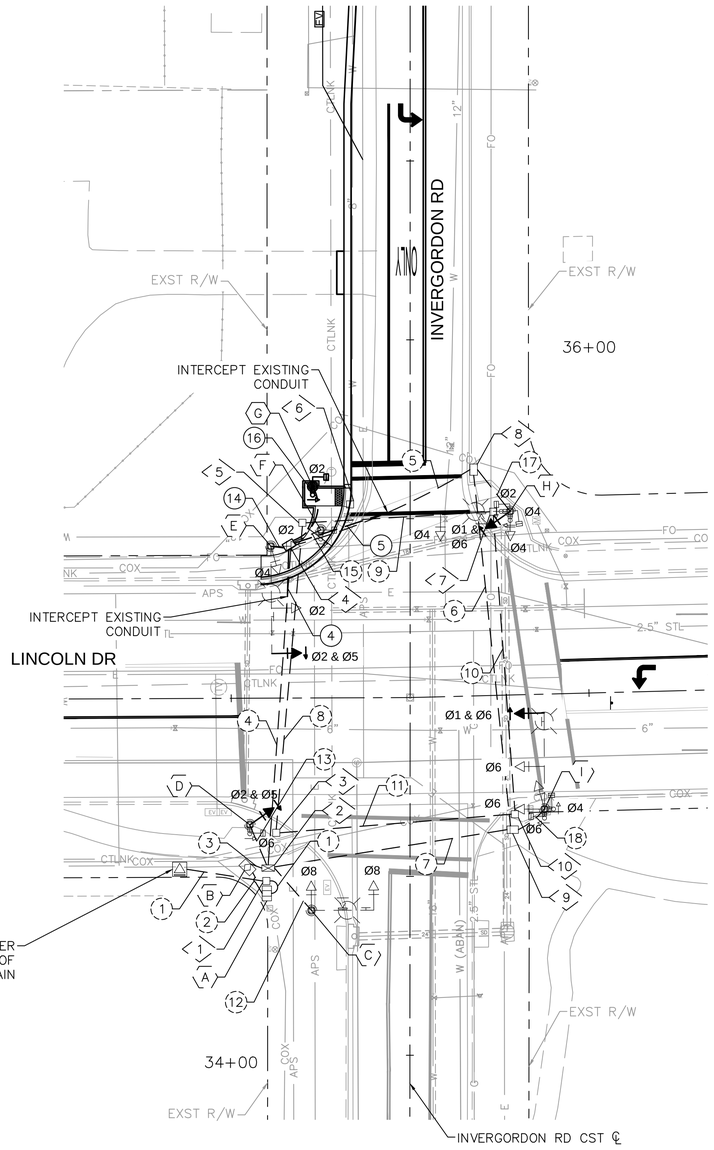
TOWN OF PARADISE VALLEY

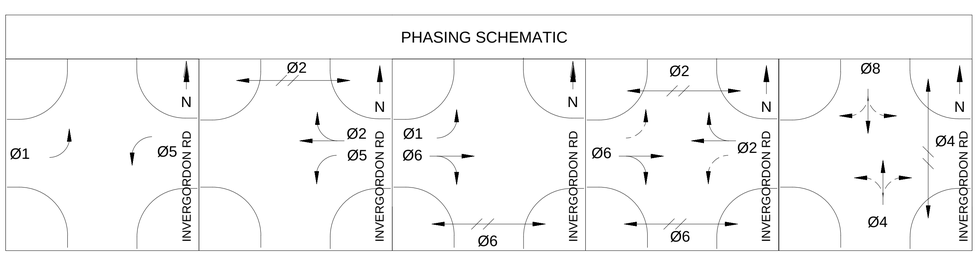
LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON–19–084 ENG

DR: DLR	DES: DLR	CK: KAC	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: N/A			6	8

PULL BOX SCHEDULE			
NO.	TYPE	LOCATION	REMARKS
<1>	APS J BOX	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
<2>	NO. 7 W/EXT	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
<3>	NO. 5	APPROXIMATELY AS SHOWN	REMOVE EXISTING
<4>	NO. 7	APPROXIMATELY AS SHOWN	ADJUST TO GRADE
<5>	NO. 5	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN PROTECT IN PLACE
<6>	NO. 5	APPROXIMATELY AS SHOWN	REMOVE EXISTING REMOVE CONDUCTORS
<7>	NO. 5	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
<8>	NO. 7	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
<9>	NO. 7	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN
<10>	NO. 5	APPROXIMATELY AS SHOWN	EXISTING TO REMAIN





NOTE: SEE PLAN & PROFILE SHEETS FOR GEOMETRIC CONTROL.

GRAPHIC SCALE IN FEET
0 10 20 40

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

Registered Professional Engineer (Civil)
CERTIFICATE NO.
34570
KIMBERLY CARROLL
date signed 6/30/2020
ARIZONA, USA

TRAFFIC SIGNAL LAYOUT

TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON-19-084 ENG

DR: DLR	DES: DLR	CK: KAC	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: 1"=20' Horiz.			7	8

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-19-084 ENG	7	8	

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REVISION BY TOWN OF PARADISE VALLEY				
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REVISION BY TOWN OF PARADISE VALLEY				
NO.	DESCRIPTION	REV. BY	CKD. BY	DATE

K:\PHX_ROADWAY\091054011-LINCOLN DRIVE MEDIAN IMPROVEMENTS\CADD\12-SHEETS\ROADWAY\INVERGORDON SHEET SET\091054011_TS02.DWG | FENNER, JASON | 4/14/2020

POLE LAYOUT SCHEDULE

Location*	No.	Controller / Service Pedestal Layout	Remarks
	A B	A Control Cabinet — Approximate as shown Existing to Remain Protect in Place B Meter Pedestal — Approximate as shown Existing to Remain Protect in Place	
Location*	**No.**	**Pole Layout**	**Remarks**
Approximate as shown	C	Type "F" Pole 20' SMA 10' LMA Existing to Remain VDS, LUM, EVD	All Existing To Remain
Approximate as shown	D	Type "A" Pole Existing to Remain M/H,V PPB Q, IV	1. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type II Mount Per ADOT Dtl T.S. 9-1 3. All Other Equipment to Remain
Approximate as shown	E	Type "Q" Pole 30' SMA 15' LMA Existing to Remain LUM, EVD, Q, II	1. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type II Mount Per ADOT Dtl T.S. 9-1 3. All Other Equipment to Remain
Approximate as shown	F	Type "A" Pole Existing to be Relocated M/H,III PPB	1. Relocate Type A Pole To (G) 2. M/H Relocate To Pole (G) 3. Remove Type A Pole Foundation a Min. 3' Below Finished Grade
Sta. 35+59.00 Offset 27.26' Lt	G	Type "A" Pole Relocated M/H,III PPB	1. Relocated Type A Pole From (F) 2. New Type A Foundation Per ADOT Dtl T-SL 4.01 3. New ADA PPB, R10-3b(R) 4. M/H Relocated From Pole (F)
Approximate as shown	H	Type "F" Pole 20' SMA 10' LMA Existing to Remain LUM, EVD, VDS, M/H,V PPB, M/H,V PPB, Q, V	1. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type V Mount Per ADOT Dtl T.S. 9-3 3. All Other Equipment to Remain
Approximate as shown	I	Type "Q" Pole 25' SMA 20' LMA Existing to Remain LUM, EVD, M/H,V PPB, M/H,V PPB, Q, II	1. Remove Existing F Head and Mount 2. Provide and Install Type Q Signal Head with New Type II Mount Per ADOT Dtl T.S. 9-1 3. All Other Equipment to Remain

* All stations and offsets are measured from the Invergordon Rd centerline.
SMA - Signal Mast Arm
LMA - Luminaire Mast Arm
EVPE - Emergency Vehicle Preemption
PPB - Pedestrian Push Button
VDS - Video Detection
IISNS - Internally Illuminated Street Name Sign

CONDUCTOR SCHEDULE

	Conduit Run Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Conduit Size in Inches	E	E	E	3	3	E	E	E	E	E	E	E	E	1	E	2	E	E
*	20 Conductor Cable				1	1													
	7 Conductor Cable													1	1			1	1
	4 Conductor Cable																2		
	Video Detector																		
	Video Detector																		
	Video Detector																		
#12	Lighting 120V																		
	SMFO 12																		
	Existing SMFO 144 (Re-Pulled Through New Conduit)																		
#8 THW	Signal Common White (Shared)																		
	Insulated Bond (Green) +																		
	Service 120V/240V Video Detection																		

ABANDON CONDUIT/REMOVE CONDUCTORS

E = ALL EXISTING CONDUCTORS/CONDUIT TO REMAIN, UNLESS OTHERWISE SPECIFIED

* IMSA 19-1 (#14 AWG) □ 2#8 AWG Service Conductors

⬡ Opticom Belden 3C20 Cable (B, O, Y) Detector Cable Shall Be Used for Emergency Vehicle Pre-Emption and Shall Run Unspliced Between the Pole Connection and Cabinet Termination

F.H.W.A. REGION	STATE	PROJECT NO.	NO.	TOTAL	AS-BUILT
9	ARIZ	CON-19-084 ENG	8	8	

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Kimberly A. Carroll
Registered Professional Engineer (Civil)
CERTIFICATE NO.
34570
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Date Signed 4/14/2020
ARIZONA, U.S.A.

TRAFFIC SIGNAL & CONDUCTOR SCHEDULE

TOWN OF PARADISE VALLEY

LINCOLN DRIVE AND INVERGORDON ROAD INTERSECTION IMPROVEMENTS

CON-19-084 ENG

DR: DLR	DES: DLR	CK: KAC	NO.	TOTAL
DATE: 4/2020	DATE: 4/2020	DATE: 4/2020		
SCALE: N/A			8	8

NO.	REVISION BY TOWN OF PARADISE VALLEY DESCRIPTION	REV. BY	CKD. BY	DATE

NO.	REVISION BY TOWN OF PARADISE VALLEY DESCRIPTION	REV. BY	CKD. BY	DATE

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K:\PHX_ROADWAY\091054011-LINCOLN DRIVE MEDIAN IMPROVEMENTS\CADD\12-SHEETS\ROADWAY\INVERGORDON SHEET SET\091054011_TS03.DWG | FENNER, JASON | 4/14/2020

JOB ORDER COST PROPOSAL FROM B&F CONTRACTING DATED 4/22/2020

Job Order Cost Proposal

CONTRACTOR NAME: **B&F Contracting**

Contract Type:	Traffic Systems	City Project No.:	P19-0027B
Job Order No.:	TBD	Contractors Job No.:	
City Project Mgr.:		Prepared By:	Angel Flores
Fee Type:	GMP	Date:	4/22/2020
Location:	Lincoln & Invergordon	Revision:	
Job Title:	**Intersection Improvements**		

Description of Work to be Performed (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity		Labor Cost	
					Total
Project Manager	Hours	40.00		$ 82.30	$ 3,292.00
Project Engineer	Hours	-		$ 82.30	$ -
Admin	Hours	-			$ -
Project Superintendent	Hours	88.00		$ 82.30	$ 7,242.40
Foreman	Hours	189.70		$ 43.75	$ 8,299.38
Truck Driver	Hours	61.96		$ 32.51	$ 2,014.32
Apprentice / Laborer	Hours	-		$ 21.76	$ -
Elect Professional Engineer	Hours	-			$ -
Elect Project Manager	Hours	-			$ -
Tech I	Hours	73.60		$ 21.76	$ 1,601.54
Tech II	Hours	34.00		$ 21.76	$ 739.84
Laborer	Hours	213.91		$ 21.76	$ 4,654.68
Elect General Laborer	Hours	-		$ -	$ -
Operator: Large Equipment	Hours	6.00		$ 27.32	$ 163.92
Operator: Small Equipment	Hours	180.50		$ 27.32	$ 4,931.26
**Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.*					$ 32,939.33

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity		Equipment Cost	
				Unit Price	Total
Backhoe	Hours	140.50		$ 23.05	$ 3,238.53
Excavator	Hours	20.00		$ 32.65	$ 653.00
Loader	Hours	16.00		$ 18.45	$ 295.20
Boom Truck	Hours	46.00		$ 21.35	$ 982.10
Aerial Truck (to 30')	Hours	35.20		$ 123.22	$ 4,337.34
Water Wagon (500 gal)	Hours	40.00		$ 6.56	$ 262.40
Air Compressor	Hours	8.00		$ 11.65	$ 93.20
Compactor - Hand	Hours	40.62		$ 6.25	$ 253.88
Dump Trailer	Hours	24.00		$ 30.90	$ 741.60
Roller	Hours	32.62		$ 31.01	$ 1,011.55
Compactor - Plate	Hours	8.00		$ 4.99	$ 39.92
Dump Truck	Hours	61.96		$ 30.90	$ 1,914.56
Foreman Truck	Hours	189.70		$ 10.15	$ 1,925.46
Ditch Witch Wec Vac	Hours	8.00		$ 16.44	$ 131.52
Hammer Hydraulic	Hours	29.35		$ 40.91	$ 1,200.71
Trailer Flatbed	Hours	16.00		$ 6.01	$ 96.16
Water Truck	Hours	29.35		$ 21.05	$ 617.82
Trailer 16'-20'	Hours	8.00		$ 2.72	$ 21.76
			Subtotal Equipment Cost (B)		$ 17,816.70

SECTION C: MATERIALS

Item	Unit	Quantity		Material Cost	
				Unit Price	Total
		1.00		$ -	$ -
PVC-SCH.40-90° BEND-2"	EA	2.00		$ 1.75	$ 3.50
PVC-SCH.40-90° BEND-2.5"	EA	2.00		$ 3.75	$ 7.50
PVC-SCH. 40 COUPLING-2"	EA	2.00		$ 0.35	$ 0.70
CONCRETE PAVERS	LS	1.00		$ 150.00	$ 150.00
MISCELLANEOUS MANHOLE ITEMS	LS	1.00		$ 150.00	$ 150.00
PUSH BUTTONS R10-3B ®	EA	1.00		$ 241.00	$ 241.00
MISCELLANEOUS LANDSCAPE ITEMS	LS	1.00		$ 1,500.00	$ 1,500.00
#7 PULL BOX	EA	1.00		$ 185.00	$ 185.00
PVC-SCH.40 COUPLING-2.5"	EA	2.00		$ 0.70	$ 1.40
PVC-SCH.40 PIPE-2"	LF	20.00		$ 0.66	$ 13.20
PVC-SCH.40 PIPE-2.5"	LF	40.00		$ 0.86	$ 34.40
PVC BELL ENDS 2"	EA	2.00		$ 0.65	$ 1.30
PVC BELL ENDS 2.5"	EA	2.00		$ 0.70	$ 1.40
GLUE	EA	1.00		$ 8.00	$ 8.00
PRIMER	EA	1.00		$ 8.00	$ 8.00
ADOT TYPE "A" ANCHOR BOLTS	SET	1.00		$ 112.00	$ 112.00
CONCRETE 4000 PSI MAG AA	CY	1.00		$ 125.00	$ 125.00
WIRE #4 BARE 7 STRAND COPPER BOND	LF	50.00		$ 0.52	$ 26.00
HEAD TYPE "Q"	EA	4.00		$ 299.00	$ 1,196.00
MOUNT TYPE II	EA	2.00		$ 73.00	$ 146.00
MOUNT TYPE IV	EA	1.00		$ 225.00	$ 225.00
MOUNT TYPE V	EA	1.00		$ 256.00	$ 256.00
#14 IMSA 19-1 7Ø	LF	50.00		$ 0.57	$ 28.50
#14 IMSA 19-1 4Ø	LF	50.00		$ 0.42	$ 21.00
#14 IMSA 19-1 20Ø	LF	200.00		$ 2.20	$ 440.00
#8 BLACK SOLID	LF	200.00		$ 0.30	$ 60.00
#8 GREEN SOLID	LF	200.00		$ 0.30	$ 60.00
#8 WHITE SOLID	LF	200.00		$ 0.30	$ 60.00
#12 GREEN THHN SOLID	LF	200.00		$ 0.12	$ 24.00
#12 WHITE THHN SOLID	LF	200.00		$ 0.12	$ 24.00
#12 BLACK THHN SOLID	LF	200.00		$ 0.12	$ 24.00
MULE STANDARD 1500'	ROLL	1.00		$ 135.00	$ 135.00
		-		$ -	$ -
			Subtotal Material Cost (C)		$ 5,267.90

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
		$ -
Falcon Contracting	Signage & Striping	$ 4,614.00
SWB Paving	Paving	$ 41,315.83
Bueno Construction	Concrete	$ 13,316.50
Infinity Phx	Survey	$ 3,500.00
	Subtotal Subcontractors & Consultants (D)	$ 62,746.33

SECTION E: RENTAL EQUIPMENT

Company	Description of Rental Equipment (Supporting quote & information attached)	Total Cost
TBD		$ -
	Subtotal Rental Equipment (E)	$ -

SECTION F: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity		General Conditions Cost	
				Unit Price	Total
Mobilization / Demobilization	AL	1.00		$ 1,250.00	$ 1,250.00
Water Meter	AL	1.00		$ 2,500.00	$ 2,500.00
Uniformed Off-Duty Law Officer Allowance	AL	1.00		$ 13,000.00	$ 13,000.00
SWPP Allowance	AL	1.00		$ 1,500.00	$ 1,500.00
Traffic Control Allowance	AL	2.00		$ 4,000.00	$ 8,000.00
Porta Jons	LS	1.00		$ 375.00	$ 375.00
Dump Fees	AL	1.00		$ 3,000.00	$ 3,000.00
Permits/Fees	AL	1.00		$ 4,000.00	$ 4,000.00

		Subtotal General Conditions (F)	$ 33,625.00

OVERHEAD: 7.00% (% to be taken from matrix)

PROFIT: 6.00% (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F):	$	71,832.23
O&P (0.0**0%** of A+C+E+F):		$9,338.19
Subtotal General Contractor Costs (B):	$	17,816.70
Total General Contractor Costs including O&P:	$	98,987.12
Subtotal Subcontractor Costs (D)		$62,746.33
Subcontractor Profit (**5%** of D)		$3,137.32
Total Subcontractor Costs including O&P:		$65,883.65
TOTAL GC and Subcontractor Costs including O&P:	$	164,870.76
Insurance Costs @ 1.0%		$1,648.71
Bond Costs @ 1.5%		$2,473.06
Sales Tax (65% of 8.8%)		$9,666.37
Subtotal Job Cost:		**$178,658.91**
Project Contingencies		$0.00
Project Allowances		$0.00

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: **$178,658.91**

Submitted by: **Gabe Soto**

Signed: _____ **Date:** 4/22/20

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-582-1170|Fax: 623-582-3761
Tucson: 1904 W. Prince Rd. Tucson, AZ 85705
Office: 520-207-8228|Fax: 520-305-3323
AZ Licenses: ROC-089744 A General Contracting
ROC-111282 B-04 General Engineering

SCHEDULE OF VALUES

Project Name:	Liincoln Dr. & Invergordon Rd. Traffic Signal	**Customer:**	Kimley-Horn
Job Number:	**Bid Number:** 20107	**Billing Address:**	7740 N. 16th Street, Suite 300
Bid As:	General Contractor		Phoenix, AZ 85020
Estimator:	Angel Flores	**Phone:**	(602) 944-5500
Project Address:	Lincoln & Invergordon, Paradise Valley, AZ	**Contact:**	Paul Mood
Completion Date:			

Pay Items

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
1 - Mobilization Allowance	**1.00**	**LS**	**0.00**	**0.00**	**$1,250.00**	**$1,250.00**
Mobilization	1.00	UNIT			$1,250.00	$1,250.00
2 - SWPPP Allowance	**1.00**	**LS**	**0.00**	**0.00**	**$1,500.00**	**$1,500.00**
Permits/Fees	1.00	UNIT			$1,500.00	$1,500.00
3 - Traffic Control Allowance	**1.00**	**LS**	**0.00**	**0.00**	**$4,000.00**	**$4,000.00**
Allowance Traffic Contol	1.00	UNIT			$4,000.00	$4,000.00
4 - Uniformed Off-Duty Law Officer Allowance	**1.00**	**LS**	**0.00**	**0.00**	**$13,000.00**	**$13,000.00**
Allowance Off-Duty Police Officer	200.00	HR			$65.00	$13,000.00
5 - Remove Tree, Diameter > 12"	**1.00**	**EACH**	**0.00**	**0.00**	**$300.00**	**$300.00**
Allowance Landscaping 1	1.00	UNIT			$300.00	$300.00
6 - Aggregate Base Course, 6" Thick	**477.00**	**SY**	**163.08**	**0.34**	**$16.99**	**$8,103.62**
Paving Remove & Replace Crew (117.00 SY/DY, 4.08 DY)	477.00	SY	163.08	0.34	$16.99	$8,103.62
10-Wheeler	32.62	HR			$30.90	$1,007.82
Asphalt Roller 37-50"	32.62	HR			$31.01	$1,011.40
Backhoe (Cat 420D)	32.62	HR			$23.05	$751.78
Compactor Jump Jack	32.62	HR			$6.25	$203.85
Truck-Foreman	32.62	HR			$10.15	$331.05
Foreman	32.62	HR			$43.75	$1,426.92
Laborer [2]	32.62	HR			$21.76	$1,419.42
Operator: Small Equipment	32.62	HR			$27.32	$891.05
Truck Driver	32.62	HR			$32.51	$1,060.33
7 - Asphalt Concrete Pavement (Super Pave 3/8" Mix, Low Traffic)	**477.00**	**SY**	**0.00**	**0.00**	**$41.75**	**$19,914.75**
Subcontracted Asphalt	1.00	UNIT			$19,914.75	$19,914.75
8 - Portland Cement Concrete Pavement (PCCP) 9" Thick	**22.00**	**SY**	**0.00**	**0.00**	**$139.00**	**$3,058.00**
Subcontracted Asphalt	1.00	UNIT			$3,058.00	$3,058.00
9 - Bituminous Tack Coat SS-1h, Diluted	**0.01**	**TON**	**0.00**	**0.00**	**$50,000.00**	**$500.00**

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 9 - Bituminous Tack Coat SS-1h, Diluted continued)						
Subcontracted Asphalt	1.00	UNIT			$500.00	$500.00
10 - Vertical Curb & Gutter, MAG Det 220, Type A, H=6"	**38.00**	**LF**	**0.00**	**0.00**	**$35.00**	**$1,330.00**
Subcontracted Concrete	1.00	UNIT			$1,330.00	$1,330.00
11 - Concrete Ribbon Curb, MAG Det 220, Type B	**443.00**	**LF**	**0.00**	**0.00**	**$29.50**	**$13,068.50**
Subcontracted Concrete	1.00	UNIT			$13,068.50	$13,068.50
12 - Concrete Sidewalk, MAG Det 230	**102.00**	**SF**	**0.00**	**0.00**	**$7.25**	**$739.50**
Subcontracted Concrete	1.00	UNIT			$739.50	$739.50
13 - Directional Sidewalk Ramp Retrofit - Type B, COS Det 2233-2	**1.00**	**EACH**	**0.00**	**0.00**	**$2,280.00**	**$2,280.00**
Subcontracted Concrete	1.00	UNIT			$2,280.00	$2,280.00
14 - Interlocking Brick Paver Driveway (Match Existing)	**24.00**	**SF**	**24.00**	**1.00**	**$50.83**	**$1,219.92**
Dry Asphalt Restore Crew (24.00 SF/DY, 1.00 DY)	24.00	SF	24.00	1.00	$44.58	$1,069.92
Backhoe (Cat 420D)	8.00	HR			$23.05	$184.40
Compactor Plate Tamp	8.00	HR			$4.99	$39.92
Truck-Foreman	8.00	HR			$10.15	$81.20
Foreman	8.00	HR			$43.75	$350.00
Laborer	8.00	HR			$21.76	$174.08
Operator: Small Equipment	8.00	HR			$27.32	$218.56
Trailer 16'-20'	8.00	HR			$2.72	$21.76
Concrete Pavers	1.00	UNIT			$150.00	$150.00
15 - Adjust Frame & Cover to Grade, MAG Det 270	**1.00**	**EACH**	**12.00**	**12.00**	**$529.12**	**$529.12**
WL 4"-6" Crew (Shallow) (2.00 ?/DY, 0.50 DY)	1.00	?	12.00	12.00	$529.12	$529.12
Backhoe (Cat 420D)	4.00	HR			$23.05	$92.20
Compactor Jump Jack	4.00	HR			$6.25	$25.00
Truck-Foreman	4.00	HR			$10.15	$40.60
Foreman	4.00	HR			$43.75	$175.00
Laborer	4.00	HR			$21.76	$87.04
Operator: Small Equipment	4.00	HR			$27.32	$109.28
16 - Adjust Manhole Frame & Cover, MAG Det 422	**1.00**	**EACH**	**12.00**	**12.00**	**$679.12**	**$679.12**
WL 4"-6" Crew (Shallow) (2.00 ?/DY, 0.50 DY)	1.00	?	12.00	12.00	$529.12	$529.12
Backhoe (Cat 420D)	4.00	HR			$23.05	$92.20
Compactor Jump Jack	4.00	HR			$6.25	$25.00
Truck-Foreman	4.00	HR			$10.15	$40.60
Foreman	4.00	HR			$43.75	$175.00
Laborer	4.00	HR			$21.76	$87.04
Operator: Small Equipment	4.00	HR			$27.32	$109.28
Miscellaneous Manhole Items	1.00	LS			$150.00	$150.00
17 - Remove Existing Asphaltic Concrete Pavement	**212.00**	**SY**	**32.00**	**0.15**	**$9.49**	**$2,011.20**
Concrete Removal Crew (212.00 SY/DY, 1.00 DY)	212.00	SY	32.00	0.15	$9.49	$2,011.20
10-Wheeler	8.00	HR			$30.90	$247.20
Backhoe (Cat 420D)	8.00	HR			$23.05	$184.40

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 17 - Remove Existing Asphaltic Concrete Pavement continued)						
Hammer MPK4XE HYDRAULIC	8.00	HR			$40.91	$327.28
Truck-Foreman	8.00	HR			$10.15	$81.20
Water Truck 2000 Gal	8.00	HR			$21.05	$168.40
Foreman	8.00	HR			$43.75	$350.00
Laborer	8.00	HR			$21.76	$174.08
Operator: Small Equipment	8.00	HR			$27.32	$218.56
Truck Driver	8.00	HR			$32.51	$260.08
D 18 - Remove Concrete Curb and Gutter	**48.00**	**LF**	**7.18**	**0.15**	**$9.40**	**$451.11**
Concrete Removal Crew (214.00 SY/DY, 0.22 DY)	48.00	SY	7.18	0.15	$9.40	$451.11
10-Wheeler	1.79	HR			$30.90	$55.45
Backhoe (Cat 420D)	1.79	HR			$23.05	$41.36
Hammer MPK4XE HYDRAULIC	1.79	HR			$40.91	$73.41
Truck-Foreman	1.79	HR			$10.15	$18.21
Water Truck 2000 Gal	1.79	HR			$21.05	$37.77
Foreman	1.79	HR			$43.75	$78.50
Laborer	1.79	HR			$21.76	$39.05
Operator: Small Equipment	1.79	HR			$27.32	$49.02
Truck Driver	1.79	HR			$32.51	$58.34
D 19 - Remove Brick Pavers	**132.00**	**SF**	**14.80**	**0.11**	**$4.71**	**$621.91**
Concrete Removal Crew (214.00 SY/DY, 0.62 DY)	132.00	SY	14.80	0.11	$4.71	$621.91
Backhoe (Cat 420D)	4.93	HR			$23.05	$113.74
Truck-Foreman	4.93	HR			$10.15	$50.09
Foreman	4.93	HR			$43.75	$215.89
Laborer	4.93	HR			$21.76	$107.38
Operator: Small Equipment	4.93	HR			$27.32	$134.81
D 20 - Remove And Salvage Existing Solar Path Lights And Deliver To Owner	**2.00**	**EACH**	**6.40**	**3.20**	**$121.06**	**$242.11**
STL - Street Light Pole Install Crew (5.00 EACH/DY, 0.40 DY)	2.00	EACH	6.40	3.20	$121.06	$242.11
Truck-Foreman	3.20	HR			$10.15	$32.48
Foreman	3.20	HR			$43.75	$140.00
Tech I	3.20	HR			$21.76	$69.63
D 21 - Remove Concrete Sidewalk, Driveways, And Slabs	**523.00**	**SF**	**78.21**	**0.15**	**$10.72**	**$5,605.58**
Concrete Removal Crew (214.00 SY/DY, 2.44 DY)	523.00	SY	78.21	0.15	$9.40	$4,915.22
10-Wheeler	19.55	HR			$30.90	$604.14
Backhoe (Cat 420D)	19.55	HR			$23.05	$450.66
Hammer MPK4XE HYDRAULIC	19.55	HR			$40.91	$799.85
Truck-Foreman	19.55	HR			$10.15	$198.45
Water Truck 2000 Gal	19.55	HR			$21.05	$411.56
Foreman	19.55	HR			$43.75	$855.37
Laborer	19.55	HR			$21.76	$425.44
Operator: Small Equipment	19.55	HR			$27.32	$534.14
Truck Driver	19.55	HR			$32.51	$635.62
Saw Cut	523.00	LF			$1.32	$690.36
D 22 - Relocate Mailbox, Det 2066	**1.00**	**EACH**	**7.20**	**7.20**	**$302.47**	**$302.47**

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 22 - Relocate Mailbox, Det 2066 continued)						
Concrete Removal Crew (3.33 SY/DY, 0.30 DY)	1.00	SY	7.20	7.20	$302.47	$302.47
Backhoe (Cat 420D)	2.40	HR			$23.05	$55.32
Truck-Foreman	2.40	HR			$10.15	$24.36
Foreman	2.40	HR			$43.75	$105.00
Laborer	2.40	HR			$21.76	$52.22
Operator: Small Equipment	2.40	HR			$27.32	$65.57
D 23 - Remove And Relocate Traffic Signal Pole & Equipment	**1.00**	**EACH**	**40.00**	**40.00**	**$2,934.10**	**$2,934.10**
Traffic Signal Crew (0.80 EACH/DY, 1.25 DY)	1.00	EACH	40.00	40.00	$2,693.10	$2,693.10
Aerial Lifts For Truck Mounting 35'	10.00	HR			$21.35	$213.50
Aerial truck w/ Derrick Digger	10.00	HR			$123.22	$1,232.20
Truck-Foreman	10.00	HR			$10.15	$101.50
Foreman	10.00	HR			$43.75	$437.50
Tech I	10.00	HR			$21.76	$217.60
Tech II	10.00	HR			$21.76	$217.60
Operator: Small Equipment	10.00	HR			$27.32	$273.20
Push Button R10-3b (R)	1.00	EACH			$241.00	$241.00
D 24 - Landscape / Irrigation Restoration	**1.00**	**LS**	**96.00**	**96.00**	**$5,946.00**	**$5,946.00**
Dry Asphalt Restore Crew (0.33 EACH/DY, 3.00 DY)	1.00	EACH	96.00	96.00	$4,446.00	$4,446.00
Backhoe (Cat 420D)	24.00	HR			$23.05	$553.20
Truck-Foreman	24.00	HR			$10.15	$243.60
Foreman	24.00	HR			$43.75	$1,050.00
Laborer [2]	24.00	HR			$21.76	$1,044.48
Operator: Small Equipment	24.00	HR			$27.32	$655.68
Trailer Water Pull 500 Gal	24.00	HR			$6.56	$157.44
Bobtail 5 Cubic Yard	24.00	HR			$30.90	$741.60
Miscellaneous Landscape Items	1.00	LS			$1,500.00	$1,500.00
D 25 - Remove Existing Landscape Rock	**887.00**	**SF**	**64.00**	**0.07**	**$2.70**	**$2,396.00**
Clearing And Grubbing Crew (443.50 SF/DY, 2.00 DY)	887.00	SF	64.00	0.07	$2.70	$2,396.00
Truck-Foreman	16.00	HR			$10.15	$162.40
Loader - Gannon Tractor	16.00	HR			$18.45	$295.20
Laborer [2]	16.00	HR			$21.76	$696.32
Foreman	16.00	HR			$43.75	$700.00
Operator: Small Equipment	16.00	HR			$27.32	$437.12
Trailer Water Pull 500 Gal	16.00	HR			$6.56	$104.96
D 26 - Remove Thermoplastic Stripe	**71.00**	**LF**	**0.00**	**0.00**	**$56.34**	**$4,000.00**
Subcontracted Asphalt	1.00	UNIT			$600.00	$600.00
Mobilization	1.00	UNIT			$3,400.00	$3,400.00
D 27 - White Thermoplastic Traffic Stripe (4" Equivalent)	**496.00**	**LF**	**0.00**	**0.00**	**$1.21**	**$600.00**
Subcontracted Asphalt	1.00	UNIT			$600.00	$600.00
D 28 - Yellow Thermoplastic Traffic Stripe (4" Equivalent)	**320.00**	**LF**	**0.00**	**0.00**	**$1.88**	**$600.00**
Subcontracted Asphalt	1.00	UNIT			$600.00	$600.00

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
29 - Thermoplastic/Preformed Symbol Left Turn Arrow	**1.00**	**EACH**	**0.00**	**0.00**	**$560.00**	**$560.00**
Subcontracted Asphalt	1.00	UNIT			$560.00	$560.00
30 - Thermoplastic/Preformed Symbol [Only]	**1.00**	**EACH**	**0.00**	**0.00**	**$915.00**	**$915.00**
Subcontracted Asphalt	1.00	UNIT			$915.00	$915.00
31 - Reflectorized Raised Pavement Marker (Type D, Yellow, 2-Way)	**16.00**	**EACH**	**0.00**	**0.00**	**$36.56**	**$585.00**
Subcontracted Asphalt	1.00	UNIT			$585.00	$585.00
32 - Reflectorized Raised Pavement Marker (Type G, Clear, 1-Way)	**5.00**	**EACH**	**0.00**	**0.00**	**$117.00**	**$585.00**
Subcontracted Asphalt	1.00	UNIT			$585.00	$585.00
33 - Telespar Sign Post, COS 2131	**8.00**	**LF**	**0.00**	**0.00**	**$12.00**	**$96.00**
Subcontracted Asphalt	1.00	UNIT			$96.00	$96.00
34 - Telespar Sign Post Base Assembly (Sleeve & Anchor), COS 2131	**1.00**	**EACH**	**0.00**	**0.00**	**$185.00**	**$185.00**
Subcontracted Asphalt	1.00	UNIT			$185.00	$185.00
35 - Reflective Traffic Sign Panel	**8.00**	**SF**	**0.00**	**0.00**	**$22.00**	**$176.00**
Subcontracted Asphalt	1.00	UNIT			$176.00	$176.00
36 - Remove Existing Pull Box	**2.00**	**EACH**	**12.00**	**6.00**	**$252.06**	**$504.12**
Traffic Signal Crew (4.00 EACH/DY, 0.50 DY)	2.00	EACH	12.00	6.00	$252.06	$504.12
Backhoe (Cat 420D)	4.00	HR			$23.05	$92.20
Truck-Foreman	4.00	HR			$10.15	$40.60
Foreman	4.00	HR			$43.75	$175.00
Tech I	4.00	HR			$21.76	$87.04
Operator: Large Equipment	4.00	HR			$27.32	$109.28
37 - Existing Pull Box Adjust To Grade	**1.00**	**EACH**	**6.00**	**6.00**	**$515.46**	**$515.46**
Traffic Signal Crew (4.00 EACH/DY, 0.25 DY)	1.00	EACH	6.00	6.00	$252.06	$252.06
Backhoe (Cat 420D)	2.00	HR			$23.05	$46.10
Truck-Foreman	2.00	HR			$10.15	$20.30
Foreman	2.00	HR			$43.75	$87.50
Tech I	2.00	HR			$21.76	$43.52
Operator: Large Equipment	2.00	HR			$27.32	$54.64
Pull Box - NO. 7 PULL BOX	1.00	EACH			$185.00	$185.00
PVC - Sch. 40 - 90° BEND - 2"	2.00	EACH			$1.75	$3.50
PVC - Sch. 40 - 90° BEND - 2.5"	2.00	EACH			$3.75	$7.50
PVC - Sch. 40 - COUPLING - 2"	1.00	EACH			$0.35	$0.35
PVC - Sch. 40 - COUPLING - 2.5"	2.00	EACH			$0.70	$1.40
PVC - Sch. 40 - Pipe - 2" (Independent Electric Supply - IES)	20.00	LF			$0.66	$13.20
PVC - Sch. 40 - Pipe - 2-1/2" (Independent Electric Supply - IES)	40.00	LF			$0.86	$34.40
PVC Bell Ends 2"	1.00	EACH			$0.65	$0.65
PVC-Bell Ends 2.5"	2.00	EACH			$0.70	$1.40
Glue	1.00	EACH			$8.00	$8.00
Primer	1.00	EACH			$8.00	$8.00
38 - Pole Foundation, Type A Det T-SL 4.01	**1.00**	**EACH**	**36.80**	**36.80**	**$3,000.04**	**$3,000.04**
Traffic Signal Crew (0.87 EACH/DY, 1.15 DY)	1.00	EACH	36.80	36.80	$2,493.29	$2,493.29

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 38 - Pole Foundation, Type A Det T-SL 4.01 continued)						
Aerial truck w/ Derrick Digger	9.20	HR			$123.22	$1,133.62
Backhoe (Cat 420D)	9.20	HR			$23.05	$212.06
Truck-Foreman	9.20	HR			$10.15	$93.38
Foreman	9.20	HR			$43.75	$402.50
Tech I [2]	9.20	HR			$21.76	$400.38
Operator: Small Equipment	9.20	HR			$27.32	$251.34
Concrete - 4000 Psi - MAG AA	1.00	CY			$125.00	$125.00
ADOT Type "A" Pole Anchor Bolts	1.00	SET			$112.00	$112.00
Wire - #4 Bare 7 Strand Copper Bond	50.00	LF			$0.52	$26.00
PVC - Sch. 40 - 90° BEND - 2"	1.00	EACH			$1.75	$1.75
PVC - Sch. 40 - COUPLING - 2"	1.00	EACH			$0.35	$0.35
PVC - Sch. 40 - Pipe - 2" (Independent Electric Supply - IES)	0.00	LF			$0.66	$0.00
PVC Bell Ends 2"	1.00	EACH			$0.65	$0.65
Push Button R10-3b (R)	1.00	EACH			$241.00	$241.00
D 39 - 12" Signal Indication, Type "Q" Signal Face	**4.00**	**EACH**	**18.00**	**4.50**	**$485.50**	**$1,941.98**
Traffic Signal Crew (5.33 EACH/DY, 0.75 DY)	4.00	EACH	18.00	4.50	$186.50	$745.98
Aerial Lifts For Truck Mounting 35'	6.00	HR			$21.35	$128.10
Truck-Foreman	6.00	HR			$10.15	$60.90
Foreman	6.00	HR			$43.75	$262.50
Tech I	6.00	HR			$21.76	$130.56
Operator: Small Equipment	6.00	HR			$27.32	$163.92
Head Type Q	4.00	EACH			$299.00	$1,196.00
D 40 - Traffic Signal Assembly (Type II)	**2.00**	**EACH**	**9.00**	**4.50**	**$259.50**	**$518.99**
Traffic Signal Crew (5.33 EACH/DY, 0.38 DY)	2.00	EACH	9.00	4.50	$186.50	$372.99
Aerial Lifts For Truck Mounting 35'	3.00	HR			$21.35	$64.05
Truck-Foreman	3.00	HR			$10.15	$30.45
Foreman	3.00	HR			$43.75	$131.25
Tech I	3.00	HR			$21.76	$65.28
Operator: Small Equipment	3.00	HR			$27.32	$81.96
Head Type R Mount Type II	2.00	EACH			$73.00	$146.00
D 41 - Traffic Signal Mounting Assembly (Type IV)	**1.00**	**EACH**	**4.50**	**4.50**	**$411.50**	**$411.50**
Traffic Signal Crew (5.33 EACH/DY, 0.19 DY)	1.00	EACH	4.50	4.50	$186.50	$186.50
Aerial Lifts For Truck Mounting 35'	1.50	HR			$21.35	$32.03
Truck-Foreman	1.50	HR			$10.15	$15.23
Foreman	1.50	HR			$43.75	$65.63
Tech I	1.50	HR			$21.76	$32.64
Operator: Small Equipment	1.50	HR			$27.32	$40.98
Mount Type IV	1.00	EACH			$225.00	$225.00
D 42 - Traffic Signal Mounting Assembly (Type V)	**1.00**	**EACH**	**4.50**	**4.50**	**$442.50**	**$442.50**
Traffic Signal Crew (5.33 EACH/DY, 0.19 DY)	1.00	EACH	4.50	4.50	$186.50	$186.50
Aerial Lifts For Truck Mounting 35'	1.50	HR			$21.35	$32.03
Truck-Foreman	1.50	HR			$10.15	$15.23
Foreman	1.50	HR			$43.75	$65.63
Tech I	1.50	HR			$21.76	$32.64
Operator: Small Equipment	1.50	HR			$27.32	$40.98

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Direct Cost	Total Direct Cost
(Item 42 - Traffic Signal Mounting Assembly (Type V) continued)						
Mount Type V	1.00	EACH			$256.00	$256.00
43 - Remove And Salvage Traffic Signal Equipment	**1.00**	**LS**	**64.00**	**64.00**	**$4,773.92**	**$4,773.92**
Traffic Signal Crew (0.50 LS/DY, 2.00 DY)	1.00	LS	64.00	64.00	$4,773.92	$4,773.92
Aerial Lifts For Truck Mounting 35'	16.00	HR			$21.35	$341.60
Aerial truck w/ Derrick Digger	16.00	HR			$123.22	$1,971.52
Backhoe (Cat 420D)	16.00	HR			$23.05	$368.80
Truck-Foreman	16.00	HR			$10.15	$162.40
Foreman	16.00	HR			$43.75	$700.00
Tech I	16.00	HR			$21.76	$348.16
Tech II	16.00	HR			$21.76	$348.16
Operator: Small Equipment	16.00	HR			$27.32	$437.12
Trailer Flatbed 48'	16.00	HR			$6.01	$96.16
44 - Electrical Conductors	**1.00**	**LS**	**32.00**	**32.00**	**$2,138.42**	**$2,138.42**
Traffic Signal Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	32.00	32.00	$1,261.92	$1,261.92
Aerial Lifts For Truck Mounting 35'	8.00	HR			$21.35	$170.80
Truck-Foreman	8.00	HR			$10.15	$81.20
Foreman	8.00	HR			$43.75	$350.00
Tech I	8.00	HR			$21.76	$174.08
Tech II	8.00	HR			$21.76	$174.08
Operator: Small Equipment	8.00	HR			$27.32	$218.56
Air Compressor 185CFM	8.00	HR			$11.65	$93.20
Wire - 14 IMSA 19-1 7-Conductor	50.00	LF			$0.57	$28.50
Wire - 14 IMSA 19-1 4-Conductor	50.00	LF			$0.42	$21.00
Wire - 14 IMSA 19-1 20-Conductor	200.00	LF			$2.20	$440.00
Wire - #8 Black THW Solid	200.00	LF			$0.30	$60.00
Wire - #8 Green THW Solid	200.00	LF			$0.30	$60.00
Wire - #8 White THW Solid	200.00	LF			$0.30	$60.00
Wire - #12 Green THHN Solid	200.00	LF			$0.12	$24.00
Wire - #12 White THHN Solid	200.00	LF			$0.12	$24.00
Wire - #12 Black THHN Solid	200.00	LF			$0.12	$24.00
Mule Standard - 1500'	1.00	LF			$135.00	$135.00

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Indirect Cost	Total Indirect Cost
YK - Water Meter	**1.00**	**EACH**			**$2,500.00**	**$2,500.00**
YL - Project Management Labor	**5.00**	**DY**	**40.00**	**8.00**	**$658.40**	**$3,292.00**
Project Management Labor	5.00	DY	40.00	8.00	$658.40	$3,292.00
Project Manager Crew (1.00 DY/DY, 5.00 DY)	5.00	DY	40.00	8.00	$658.40	$3,292.00
Truck-Project Manager	40.00	HR			$0.00	$0.00
Project Manager	40.00	HR			$82.30	$3,292.00
YM - Project Supervision Labor	**13.00**	**DY**	**88.00**	**6.77**	**$557.11**	**$7,242.40**
Project Supervision Labor	13.00	DY	88.00	6.77	$557.11	$7,242.40
Superintendent Crew (1.00 DY/DY, 13.00 DY)	13.00	DY	88.00	6.77	$557.11	$7,242.40

Description	Quantity	UM	Man Hours	Man Hours per Unit	Unit Indirect Cost	Total Indirect Cost
(Item YM - Project Supervision Labor continued)						
Superintendent-100%	88.00	HR			$82.30	$7,242.40
YP - Pot Holes	**1.00**	**LS**	**16.00**	**16.00**	**$479.68**	**$479.68**
Pothole	1.00	EACH	16.00	16.00	$479.68	$479.68
Pot Holing Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	16.00	16.00	$479.68	$479.68
Ditch Witch Wet Vac	8.00	HR			$16.44	$131.52
Laborer [2]	8.00	HR			$21.76	$348.16
YQ - Permits/Fees	**1.00**	**AL**			**$4,000.00**	**$4,000.00**
YR - Portas/J-Johns	**1.00**	**MO**			**$375.00**	**$375.00**
YT - Survey	**1.00**	**LS**			**$3,500.00**	**$3,500.00**
YW - Trash/Dump Fees	**1.00**	**LS**			**$3,000.00**	**$3,000.00**

Job Order Cost Proposal Clarifications

Project: Lincoln & Invergordon Intersection Improvement
Date:4/22/2020
Revision:1

#	**Includes:**
1	Labor,Equipment and Materials
2	
3	
4	

#	**Excludes:**
1	Programming
2	Materials Testing
3	Hazardous Materials Testing and Abatement
4	

#	**Clarifications:**
1	

#	**Price Assumes:**
1	Normal Working Hours 8 Hr Days
2	
3	
4	

#	**Assumes Owner to Provide:**
1	
2	
3	
4	

#	**Potential Contingency Usage:**
1	
2	
3	

#	**Project Allowance Details:**
1	Mobilization / Demobilization
2	Water Meter
3	Uniformed Off-Duty Law Officer Allowance
4	SWPP Allowance
5	Traffic Control Allowance
6	Porta Jons

7 Dump Fees
8 Permits/Fees

City of Peoria
JOC Pricing Matrix

P19-0027, JOC for Traffic Systems

Contractor:

Indirect Cost of the Work	$1.00 to $100,000	$100,001.00 to $250,000	$250,001 to $500,000	$500,001 to $1,000,000	$1,000,001 to $2,000,000	over $2,000,000
Overhead	7.00%	7.00%	6.00%	6.00%	6.00%	5.50%
Profit	6.00%	6.00%	6.00%	6.00%	5.50%	5.00%
Payment & Performance Bonds	1.50%	1.50%	1.50%	1.50%	1.45%	1.00%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Tax (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	**20.76500%**	**20.76500%**	**19.76500%**	**19.76500%**	**19.21500%**	**17.76500%**

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

B&F CONTRACTING, INC.

Lincoln Drive & Invergordon Realignment

Project No. 2019-01

EXHIBIT C
Specific Requirements/Options of Town

Notices: All notices required under the Linking Agreement shall be sent to:

Paul Mood, Town Engineer
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253