

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
RED HAWK SOLUTIONS, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of April 7, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Red Hawk Solutions, LLC, an Arizona limited liability company (the “Job Order Contractor”).

RECITALS

A. After a competitive procurement process, the City of Peoria (“Peoria”) entered into Contract No. ACON58913, dated January 1, 2014, as amended by Contract Amendment No. One, dated November 19, 2014, with ITS Engineers & Constructors of Utah, Inc. (“ITS”) for traffic systems job order contracting (the “ITS Contract”).

B. Job Order Contractor acquired ITS on or about April 30, 2015. The ITS Contract was assigned to Job Order Contractor by Contract Amendment No. Two, dated February 17, 2015, and amended by Contract Amendment No. Three, dated November 18, 2015. The ITS Contract, Contract Amendment No. Two and Contract Amendment No. Three are collectively referred to as the “Peoria Contract.” A copy of the Peoria Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

C. The Town is permitted, pursuant to ARIZ. REV. STAT. 41-2631, *et seq.* and Section 3-3-27 of the Town Code, to procure such services under the Peoria Contract, at its discretion and with the agreement of the awarded Job Order Contractor, and so long as the Peoria Contract permits its cooperative use by other public entities, including the Town.

D. The Town and the Job Order Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Peoria Contract and this Agreement, (ii) establishing the terms and conditions by which the Job Order Contractor may provide the Town with traffic signal improvements at the intersection of Fountain Hills Boulevard and Palisades Boulevard, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Job Order Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 6, 2017, unless terminated as otherwise provided in this Agreement or the Peoria Contract.

2. Scope of Work. The Job Order Contractor shall provide the Materials and Services under the terms and conditions of the Peoria Contract and as more particularly set forth in the Plans and Technical Specifications attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The Town shall pay Job Order Contractor an aggregate amount not to exceed \$118,181.97, of which \$10,000.00 is an owner's contingency which shall be utilized at the Town's sole discretion, for the Materials and Services at the rates set forth in the Peoria Contract and as more particularly set forth in the Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The Town shall pay the Job Order Contractor monthly, based upon the work performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Peoria Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Peoria Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Job Order Contractor and its subcontractors are complying with the warranty under Section 6 below, Job Order Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Job Order Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Job Order Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Job Order Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Job Order Contractor pursuant to this Agreement. Job Order Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Job Order Contractor or its subcontractors reasonable advance notice of intended audits. Job Order Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Job Order Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Job Order Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

9. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Job Order Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Job Order Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Peoria Contract, the Proposal and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Peoria Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Peoria Contract shall not alter such terms and conditions or relieve Job Order Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

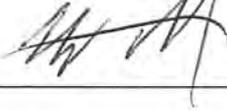
11. Rights and Privileges. To the extent provided under the Peoria Contract, the Town shall be afforded all of the rights and privileges afforded to Peoria and shall be the





**“Job Order Contractor”**

RED HAWK SOLUTIONS, LLC,  
an Arizona limited liability company

By: 

Name: Michael Wendtland

Title: Managing Member

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On March 29, 2016, before me personally appeared Michael Wendtland, the Managing Member of RED HAWK SOLUTIONS, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.

  
Notary Public

(Affix notary seal here)



**E. KILEY**  
Notary Public - Arizona  
Maricopa County  
Expires 01/11/2020

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
RED HAWK SOLUTIONS, LLC

[Peoria Contract]

See following pages.





# CONTRACT AMENDMENT

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

Solicitation No. P14-0019A Page 1 of 3

Description: JOC for Traffic Systems

**Buyer:** Lisa Houg

Amendment No. Two (2) Date: February 17, 2015

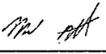
The contractor, *ITS Engineers and Constructors of Utah, Inc.* will be acquired by *Redhawk Solutions LLC* by *April 30, 2015.*

*Redhawk Solutions LLC* takes no exception to the terms, conditions, specifications, or prices established by the existing agreement and hereby assumes full responsibility for the contract.

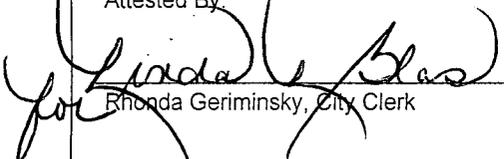
In accordance with the Contract Standard Terms and Conditions, Section 16.11, No Delegation or Assignment, the City hereby approves this re-assignment.

See attached documentation of the acquisition, new contactor contact list, and list of authorized signatories.

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

	February 17, 2015	Michael Wendtland, Member	Redhawk Solutions, LLC.
Signature	Date	Typed Name and Title	Company Name
2602 West Bloomfield Rd.		Phoenix	AZ 85029
Address		City	State Zip Code

Attested By:

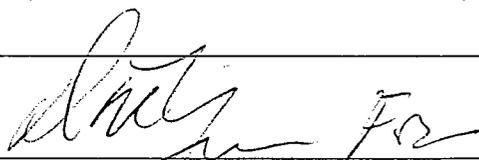
  
 Rhonda Geriminsky, City Clerk

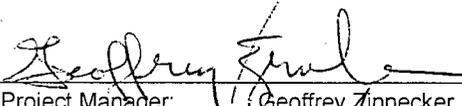


City Seal  
 Copyright 2003  
 City of Peoria, Arizona

CC Number

ACON58913B  
 Contract Number

  
 Director: Andrew Granger, Engineering Director

  
 Project Manager: Geoffrey Zinnecker, Civil Engineer

Approved as to Form:  
  
 Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

Feb. 24 2015 at Peoria, Arizona  
  
 Dan Zenko, Materials Manager



February 9, 2015

**Redhawk Solutions LLC has entered into a Definitive Agreement to acquire the operating assets of ITS Engineers & Constructors:**

Phoenix, Arizona - February 9, 2015 - Redhawk Solutions LLC has entered into a definitive agreement to acquire the operating assets of ITS Engineers and Constructors. The acquisition is structured as an asset purchase and was privately financed. The current key staff of ITS Engineers will be joining Redhawk following the closing of the acquisition. Integration of the companies will be completed by April 30, 2015.

In making the announcement, Redhawk Managing Member, Michael Wendtland stated, "This is a great strategic fit to expand our service area from wet utilities into dry utilities, ITS and traffic signals" We look forward to welcoming the team from ITS Engineers to Redhawk. The combination will yield meaningful operational benefits, together with significant synergies in many areas, including marketing, sales and service delivery.

He went on to say, "The ITS Engineers acquisition is consistent with our strategy of providing high quality solutions to our customers. Our customers will have access to a broader array of service offerings, and a larger staff while continuing to receive the same familiar quality of sales, service and support that they have come to expect from ITS Engineers"

"We are very excited to be joining the Redhawk team and to carry on our fifteen year history of leadership in the ITS and transportation focused market," said Randall Pearson, majority shareholder of ITS Engineers. "Our combined resources and broader service offerings will generate growth opportunities within our core commercial and government markets.

For more information contact, Michael Wendtland at (480) 235-6800 [michael@redhawksolutionsaz.com](mailto:michael@redhawksolutionsaz.com) or Randall Pearson. (480) 766-1189 [randy.pearson@itsengineers.com](mailto:randy.pearson@itsengineers.com),



Michael Wendtland, Member  
Red Hawk Solutions LLC.

ITS Engineers & Constructors Inc.



Randall Pearson, Chief Financial Officer  
ITS Engineers & Constructors



**REDHAWK**  
SOLUTIONS

**CONTACT LIST**  
**UPDATED February 12, 2015**

**Main Company Contact Info**

Redhawk Solutions LLC  
2602 West Bloomfield Road  
Phoenix, AZ 85029  
(602) 980-2992  
[estimating@redhawksolutionsaz.com](mailto:estimating@redhawksolutionsaz.com)

**Signature Authority:**

Michael Wendtland, Managing Member (480) 235-6800 [michael@redhawksolutionsaz.com](mailto:michael@redhawksolutionsaz.com)  
Don Kiley, Managing Member (602) 435-8117 [donkiley@redhawksolutionsaz.com](mailto:donkiley@redhawksolutionsaz.com)  
Tim Seaman, Project Manager (623) 398-4979 After 4/30/2015 [tim@redhawksolutionsaz.com](mailto:tim@redhawksolutionsaz.com)

**Accounting:**

Elizabeth Kiley  
(602) 980-2992 [elizabeth@redhawksolutionsaz.com](mailto:elizabeth@redhawksolutionsaz.com)

**Foremen:**

**Telecommunications:**

Reed Condie, (623) 308-0434 [reed@redhawksolutionsaz.com](mailto:reed@redhawksolutionsaz.com)



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Buyer: Lisa Houg

Solicitation No. P14-0019A

Page 1 of 1

Description: JOC for Traffic Systems

Amendment No. One (1)

Date: November 19, 2014

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 12/31/2014. The contract is being renewed and the new contract term is: **1/1/2015 – 12/31/2015**.

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

Randall Pearson 11/25/14  
Signature Date

Randall Pearson, P.E., Vice President  
Typed Name and Title

ITS Engineers & Constructors of Utah, Inc.  
Company Name

22505 North 19<sup>th</sup> Avenue  
Address

Phoenix  
City

AZ  
State

85027  
Zip Code

Attested By:

Rhonda Geriminsky  
for Rhonda Geriminsky, City Clerk



City Seal  
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City of Peoria, Arizona

CC Number

ACON58913A  
Contract Number

Andrew Granger  
Director: Andrew Granger, Engineering Director

Geoffrey Zinnecker ON  
Project Manager: Geoffrey Zinnecker, Civil Engineer

Approved as to Form:  
Stephen M. Kemp  
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:  
Dec. 2, 2014, at Peoria, Arizona

Dan Zenko  
Dan Zenko, Materials Manager



# City of Peoria, Arizona Job Order Contract



Statement of Qualifications No	P14-0019A
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Job Description	Traffic Systems
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Location City of Peoria, Materials Management	Contact Lisa Houg, CPPB
Mailing Address 9875 N 85 <sup>th</sup> Ave, 2 <sup>nd</sup> Fl, Peoria AZ 85345	Phone (623) 773-7115

### OFFER

ITS Engineers & Constructors of Utah, Inc	Contractor's License Number <u>ROC187901</u>
Job Order Contractor Name	<i>Randall Pearson</i> Authorized Signature for Offer

22505 North 19 <sup>th</sup> Avenue	Randall Pearson P E
Address	Printed Name
Phoenix, AZ 85027	Vice President
City State Zip Code	Title
623-780-4050 / 623-780-4054	randy@itsengineers.com
Telephone / Facsimile	Email Address

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

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

Attested by *Rhonda Geriminsky*  
for Rhonda Geriminsky City Clerk

City of Peoria, Arizona  
Eff Date 1/1/2014  
Approved as to form *Stephen M Kemp*  
Stephen M Kemp City Attorney



City Seal

CC  
ACON 58913  
Contract Number

Official File

Awarded on Dec. 19, 2013

*Dan Zenko*  
Dan Zenko Materials Manager

**JOB ORDER CONTRACT**



**P14-0019A**

**Traffic Systems**

**CONTRACT FOR CONSTRUCTION**

**JOB ORDER CONTRACT AGREEMENT**

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### **ATTACHMENTS**

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Attachment C	Scope of Services
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Attachment E	Proposal Response
Attachment F	Authorized Signature Form
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## JOB ORDER CONTRACTING

## CONTRACT

THIS CONTRACT is entered into and made effective the 1<sup>st</sup> day of ~~November, 2013~~ <sup>Jan 1, 2014</sup>, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and ITS Engineers & Constructors of Utah, Inc. (the "Job Order Contractor"). The parties agree as follows:

### 1. DEFINITIONS.

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

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

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

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

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

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

**1.7. Punch List Preparation.** A minimum of 30 days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list

does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

**1 8 Final Completion** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

## **1 9 Reference Standards**

**1 9 1** The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

**1 9 2** July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

**1 9 3** A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

## **2 CONTRACT TERM**

**2 1 Contract Term** The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

**2 2 Job Order** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC Pricing Matrix) and in *Attachment "B"* (Project Cost Proposal Sheet), *Attachment "C"* (General Scope of Services), *Attachment "D"* (SIQ), and *Attachment "E"* (Proposal Response), all of which are incorporated herein and made a part hereof.

**2 3 Mutual Agreement** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

**2 4 Cooperative Purchasing:** This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

### **3 PERFORMANCE OF THE WORK**

**3 1 Job Order Agreement** Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "C"* (General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3 1 1 Contract number along with Job Order Contractor's name,
- 3 1 2 Job Order number and date,
- 3 1 3 The agreed Work and applicable technical specifications and drawings,
- 3 1 4 The agreed period of performance and, if required by Owner, a work schedule,
- 3 1 5 The place of performance,
- 3 1 6 The agreed total price for the Work to be performed,
- 3 1 7 Submittal requirements,
- 3 1 8 Owner's authorized representative who will accept the completed Work,
- 3 1 9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order, and
- 3 1 10 Such other information as may be necessary to perform the Work.

### **3 2 Job Order Contractor Duties and Obligations**

**3 2 1 Permits & Responsibilities** Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies, for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

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

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

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

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

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

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

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

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

**3.2.5 Construction Layout** Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner

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

expense to the Owner Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces

**3 2 7 Traffic Regulations** All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation

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

**3 2 7 1** The following shall be considered major streets All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria

**3 2 7 2** All traffic control devices required for this project shall be the responsibility of the Contractor The Contractor shall place advance warnings, **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual

**3 2 7 3** The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes

**3 2 7 4** All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract

**3 2 7 5** The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times Street name signs at major street intersections shall be maintained erect at all times If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL

**3.2.7.6** The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that* flagmen are *sufficient*, it shall be the Contractor’s responsibility to provide adequate personnel including flagmen to direct

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

**3 2 7 7** Manual traffic control shall be in conformity with the Traffic Barricade Manual A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062

**3 2.7.8.** When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062

**3 2 7 9** The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible

**3 2 7 10** Equipment used and/or directed by the Contractor shall travel with traffic at all times Supply trucks shall travel with traffic except when being spotted Provide a flagman or officer to assist with this operation

**3 2 7 11** During construction, it may be necessary to alter traffic control Alterations shall be in accordance with the Traffic Barricade Manual

**3 2 7 12** No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer

**3 2 7 13** Caution should be used when excavating near intersections with traffic signal underground cable Notify the City Engineer twenty four (24) hours in advance of any work at such intersections The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction Magnetic detector loops shall under no circumstances be spliced

**3 2 7 14** The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein

**3.2 7.15.** Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour

**3 2 8 Operations & Storage** Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner

**3 2 9. Cleaning Up & Refuse Disposal** Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

**3 2 9.1** Final cleanup of the premises shall be included in the period of performance of the Job Order.

**3 2 9.2** Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

**3 2 9.3** Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

**3 2 9.4** The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

**3 2 10 Existing Improvements and Utilities** Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

**3 2 11 Safety** Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

**3 2 11.1 Job Order Contractor Safety Compliance.** Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work,

including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests

**3 2 1 1 2 Job Order Contractor Provided Warnings** Job Order Contractor shall provide warning signs, barricades and verbal warnings as required

**3 2 1 1 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 1 1 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 1 1 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 1 1 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 1 1 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 1 1 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 1 1 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 1 1 1 0 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 1 1 1 1. 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 1 2 Dissemination of Contract Information** Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner

**3 2 13. Shop Drawings** Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner

**3 2 14 Jobsite Drawings and Specifications.** Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto

### **3 3 Owner Rights and Obligations**

#### **3 3 1. Suspension of Work**

**3 3 1.1 Owner's Written Order** Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate

**3 3 1.2 Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly

**3 3.1 3 Job Order Contractor Costs.** A claim under this Subparagraph 3 3 1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order

**3 3 2 Owner's Right to Possession** Owner shall have the right to take possession of or use any completed or partially completed part of the Work Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract Owner possession or use shall not be deemed an acceptance of any Work under this Contract

**3 3 2 1 Owner's Possession or Use** While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3 2 1 If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly

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

permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees

**3 4 Job Order Amendment** Job Orders may be amended by Owner in the same manner as they are issued

**3 5 Job Order Value** The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16 32 1

#### **4 JOB ORDER DOCUMENTS**

**4 1 Specification and Drawings.** Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

**4 1 1** Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

**4 1 2** Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

**4 2 Shop Drawings** Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

**4 2 1.** The proposed fabrication and assembly of structural elements and,

**4 2.2** The installation (i.e., form, fit and attachment details) of materials or equipment

**4 2 3** The construction and detailing of elements of the Work

**4 3 Shop Drawing Coordination** Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from

responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below

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

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

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

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

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

## **5 MATERIAL AND WORKMANSHIP**

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

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

**5 2 Owner Approval** Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work When requesting approval, Job Order Contractor shall provide full information concerning the material or articles When directed to do so, Job Order Contractor shall submit samples for approval Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection

**5 3 Testing of Materials** Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work Reimbursement for testing required by third party entities will be included in the individual Job Order

**5 4 Workmanship** All work under the Contract shall be performed in a skillful and workmanlike manner

## **6 SITE CONDITIONS**

**6 1 Site Investigation** Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to

**6 1 1** Conditions bearing upon transportation, disposal, handling, and storage of materials,

**6 1 2** The availability of labor, water, electric power, and roads,

**6 1 3** Uncertainties of weather, river stages, tides, or similar physical conditions at the site,

**6 1 4** The visible conformation and conditions of the ground, and

**6 1 5** The character of equipment and facilities needed preliminary to and during work performance

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

**6 3 Differing Site Conditions** Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of

**6 3 1.** Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

**6 3.2.** Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

**6 4 Owner Investigation** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly

**6 5 Written Notice of Differing Site Conditions** No request by Job Order Contractor for an equitable adjustment to a Job Order under this § 6 shall be allowed, unless Job Order Contractor has given the written notice required

**6 6 Payment Adjustment** No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order

## **7 JOB ORDER SCHEDULES**

**7 1 Construction Schedule** If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum

**7 1.1** A detailed list of work activities or work elements

**7.1 2** Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin

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

**7 2 Failure to Submit Schedule** Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with § 14

**7 3 Progress Report** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to

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

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

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

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

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

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

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

**8.2.3** Constitute or imply acceptance, or

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

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

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

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

**8 6** **Failure to Replace or Correct Work.** If Job Order Contractor does not promptly replace or correct rejected Work, Owner may

**8 6 1.** By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor, or

**8 6 2** Terminate for default Job Order Contractor's right to proceed

**8 7** **Owner Inspection before Acceptance** If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

**8 8** **Owner Acceptance** Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

## **9 INVOICING AND PAYMENT**

**9 1** **Compensation** As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

**9 2** **Invoices** Job Order Contractor shall submit invoices to the following address:

City of Peoria  
8401 W Monroe St  
Peoria, AZ 85345

**9 3** **Progress Payments** Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

**9 4** **Retention** Not applicable.

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

**9 5 1.** Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work, or

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

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

**9 7 Unpaid Amounts** Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after

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

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

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

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

## **10 CHANGES**

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

**10 1.1** In the specifications (including drawings and designs),

**10 1.2.** In Owner-furnished facilities, equipment, materials, services, or site, or

**10 1.3** Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work

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

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

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

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

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

**10 5 2.** The furnishing of a written notice under § 10 2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10 2 above

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

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

**10 8 Job Order Contractor Price Breakdown Structure** Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract

## **11 INSURANCE & BONDS**

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

**11 1 1 WORKERS' COMPENSATION INSURANCE** providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract

**11 1.2 EMPLOYER'S LIABILITY INSURANCE** with limits of liability not less than \$1,000,000 Each Accident, \$1,000,000 Each Employee for Disease, and \$1,000,000 Policy Limit for Disease

**11 1.3 COMMERCIAL GENERAL LIABILITY INSURANCE** including Products/Completed Operations and Contractual Liability with limits of liability not less than \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 Each Occurrence

**11 1.4 AUTOMOBILE LIABILITY INSURANCE** covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than \$1,000,000 Each Person for Bodily Injury, \$1,000,000 Each Accident for Bodily Injury, and \$1,000,000 Each Occurrence for Property Damage

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

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

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

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

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

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

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

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

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

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

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

**11 8 3** Shutdown of existing water wells and booster pumps Shutdown shall not exceed seventy-two (72) hours for any installation Only one installation may be shutdown at any time

**11 8 4.** Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager

**11 8 5** Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system This includes operation of existing valves necessary to accommodate the water

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

### **13 DISPUTES**

**13 1 Party Cooperation** The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work

**13 2 Field Level Resolution** Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein

**13 3 Job Order Contractor Performance.** The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties

**13 4 Partnering** If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving

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

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

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

ITS Engineers & Constructors  
Randall Pearson, Vice President  
22505 N 19<sup>th</sup> Avenue, Phoenix, AZ 85027  
623-780-4050

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

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

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

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

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

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

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

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

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

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

**14.2 5** Complete performance of the Work not terminated,

**14 2 6** Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest, and

**14 2 7** Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14 2 3 above, provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner

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

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

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

**14 4.1 1** For Work performed before the effective date of termination, the total (without duplication of any items) of

**14 4.1 1.1.** The cost of this Work,

**14 4.1 1.2.** The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14 4 1 1 1 above, and

**14 4.1 1 3** A markup, including overhead and profit, on § 14 4 1 1.1 above as is determined for pricing changes

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

**14 4.1 2 1.** Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data.

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

**14 4.1 2 3** Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory

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

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

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

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

**14 6 3** The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner

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

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

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

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

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

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

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

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

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

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

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

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

## **15 WARRANTY OF CONSTRUCTION**

**15.1 Applicable Warranties** In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in **§ 15.10**, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier

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

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

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

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

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

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

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

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

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

**15 7 1.** Obtain all warranties required by the Job Order.

**15 7 2** Require all warranties to be executed, in writing, for the benefit of Owner, and

**15 7 3** Enforce all warranties for the benefit of Owner

**15 8 Owner Remedy** In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty

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

**15 10 Pre-Existing Work** Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order

**15 11 Owner's Rights** This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud

## **16 STANDARD TERMS AND CONDITIONS**

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

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

**16 1.2** This Contract, including Attachments,

**16 1.3** Job Orders,

16.1.4 Drawings, and

16.1.5 Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16 4.1** Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

**16 4.2** This contract shall be governed by the Owner. City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

**16 4.3** This contract is subject to the provisions of ARS § 38-511, the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 19 1 Waive the non-conformance

16 19 2 Stop the work immediately

16 19 3 Bring material into compliance

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

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

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

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

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

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

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

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

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

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

**16 29 Delivery Orders** The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

**16 30 Funding** Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

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

**16 31 1 Davis-Bacon Act - (40 U S C §276a-276a-5)** All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the \$2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16.34 Prohibited Political Contributions** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this

Agreement The City reserves the right to terminate the Agreement without penalty for any violation of this provision

**16 35 ARRA Sec. 1605 Use of American Iron, Steel, and Manufactured Goods** (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that-- applying subsection (a) would be inconsistent with the public interest,

- iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or
- inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent
- If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived
- This section shall be applied in a manner consistent with United States obligations under international agreements

**16 36 ARRA Sec 1606. Davis-Bacon Act** Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat 1267, 5 U S C App ) and section 3145 of title 40, United States Code

**16 37 Compliance with Davis-Bacon Act (40 U S C §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606).** All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and the through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations (“CFR”) § 5 5, which are incorporated by reference in this contract The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5 5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5 5

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1)

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1)

#### **16.38 Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605)**

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

#### **16.39 Whistleblower Protections Under The ARRA**

(a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub L 111-5)

(b) The Contractor shall require that this provision be included in all subcontracts

#### **16.40 Reporting Requirements under the ARRA.**

(a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.

(b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov)

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

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

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

(4) Program or project title, if any

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

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

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

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

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

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

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

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

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

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U S C 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company

(ii) Name of the subcontractor

(iii) Amount of the subcontract award

(iv) Date of the subcontract award

(v) The applicable North American Industry Classification System (NAICS) code

(vi) Funding agency

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract

(viii) Subcontract number (the contract number assigned by the prime contractor)

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements, and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements, and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U S C 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986

**16 41 Central Contractor Registration Required:**

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database, and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active." The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

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

**16 42 Contract Work Hours and Safety Standards Act -- Overtime Compensation**

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

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

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

(d) *Payrolls and basic records*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5 5(a)(3) implementing the Davis-Bacon Act.

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

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

**16.43 Compliance with Copeland Act Requirements** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

## ATTACHMENTS

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

**ATTACHMENT A  
JOC PRICING MATRIX**

**City of Peoria  
JOC Pricing Matrix**

**P14-0019A, JOC for Traffic System**

**Company Name ITS**

	<b>\$1 00 to \$100,000</b>	<b>\$100,000 to \$250,000</b>	<b>\$250,000 to \$500,000</b>	<b>\$500,000 to \$1,000,000</b>	<b>over \$1,000,000</b>
<b><i>Indirect Cost of the Work</i></b>					
Job Order Contractor's Overhead	6 80%	6 80%	6 80%	6 80%	6 80%
Job Order Contractor's Fee (Profit)	10 00%	10 00%	10 00%	9 00%	8 00%
Payment & Performance Bonds	0 71%	0 71%	0 71%	0 71%	0 71%
Insurance	2 16%	2 16%	2 16%	2 16%	2 16%
AZ/County/City Taxes (65% of 081)	5 265%	5 265%	5 265%	5 265%	5 265%
<b>Total Indirect Cost %</b>	<b>24 94%</b>	<b>24 94%</b>	<b>24 94%</b>	<b>23 94%</b>	<b>22 94%</b>
<b>Labor Burden Multiplier (Percentage)</b>	<b>145%</b>	<b>145%</b>	<b>145%</b>	<b>145%</b>	<b>145%</b>

**ATTACHMENT B  
PROJECT COST PROPOSAL SHEET**

n/A

## ATTACHMENT C SCOPE OF SERVICES

### 1 0 GENERAL INFORMATION

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

### 2 0 DOCUMENTS

2 1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2 2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

### 3 0 WORK AUTHORIZATION

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

3 1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3 2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by

3 2 1 Visiting the proposed site in the company of Owner, or,

3 2 2 Establishing contact with Owner to further define the scope of the requirement.

3 3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3 4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3 5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3 6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3 7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4 8.

### 4 0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in 1.7, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

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

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

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

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

#### 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

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

#### 6.0 DESIGN

Job Order Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner, with reimbursement included as part of the Job Order Contractor's proposal.

#### 7.0 TEMPORARY SANITATION FACILITIES

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

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

#### 7.1 DUST CONTROL AND WATER

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

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

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

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

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

#### 7.2 Electricity

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

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

#### 8.0 WORK BY OWNER

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

**ATTACHMENT D  
STATEMENT OF INTEREST AND QUALIFICATIONS**

**SEE ATTACHED**



**STATEMENT OF INTEREST AND  
QUALIFICATIONS**

Solicitation Number **P14-0019**

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

**REQUEST FOR  
STATEMENT OF INTEREST & QUALIFICATIONS**

**JOB ORDER CONTRACTING**

for

**TRAFFIC SYSTEMS**

**P14-0019**

**Due Date October 8, 2013, 5 00 PM Arizona Time**

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



## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number P14-0019

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Peoria, Arizona 85345-6560  
Phone (623) 773-7115  
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### JOB ORDER CONTRACTING for Traffic Systems

#### SECTION 1 - INTRODUCTION

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

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

##### **1 2 Cooperative Purchasing**

Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

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

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2014 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2014 budget is available to fund various projects utilizing the awarded JOC contract. Estimated value (combination of all projects) is approximately \$700,000 in CIP and approximately \$300,000 from Public Works. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.

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

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



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### SECTION 2 – DESCRIPTION & SCOPE OF WORK

#### 2.1 Description

This Job Order Contract is issued to assist the City of Peoria with traffic signal 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
- 2 Utility locating – able to provide utility location
- 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 street lights
- 6 Signal work – install signal poles, heads, equipment etc for complete intersection signalization work



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- 7 Street light Work - install street light poles, mast arms, equipment, etc for complete street light system work
- 8 Electronic gear – install, maintain or renovate low voltage systems that manage signals
- 9 Detection – install loop and video detection
- 10 Lighting – run conduit and power and install luminars on poles and install street lights
- 11 Electrical work – install conduit, pull wires, and build both primary and low voltage systems in support of the signals and street lights
- 12 Boring – place conduit under structures by boring
- 13 Concrete work – install sidewalks, curb/gutter, ramps, hard-scape, foundations, pads, and other concrete work to build signalized intersections
- 14 Roadway work – install base, asphalt and other pavements in support of signaling intersections
- 15 Traffic Control – develop and operate traffic control for projects
- 16 Landscaping – install new landscape, including meters, irrigation systems, planting and ground covers as well as refreshing existing landscaping
- 17 Survey – provide accurate surveys
- 18 As-builts – provide as-built drawings of the projects
- 19 Public relations – provide public relations when required
- 20 Utility work – provide wet and dry utility relocations, repairs or new work as required to install the signalized intersections
- 21 Materials testing – provide materials testing as required
- 22 Design and install ITS – provide fiber systems, termination, equipment, repairs, and re-configuring
- 23 Install wireless systems – design and install wireless camera and data systems
- 24 Maintain ITS – provide wiring audits and clean-up and standardization
- 25 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 1 Sample Project

The sample project is a typical project that may be done under this Job Order Contract This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach a project if awarded the contract (see Appendix 2)

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

## SECTION 3 – EVALUATION CRITERIA

### 3 1 Evaluation Process

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



# STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number P14-0019

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

interested in providing services must submit a Statement of Qualifications (SOQ) that addresses the points as outlined herein

### 3 2 Key Personnel

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

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

### 3 3 Criteria and Weights

The City will evaluate contractors based on the overall value of each qualification. Evaluation criteria will be weighted according to the following categories

Category	Weight
Responsiveness	Pass/Fail
References	Pass/Fail
Project Assessment Plan	
Scope Plan	25%
Risk Assessment / Value Added	25%
Project Schedule / Subcontractor Selection Plan	5%
Interview	45%

#### 3 3 1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. The following conditions/criteria must be met in order to be considered responsive

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachments A & B)

#### 3 3 2 References (Pass/Fail)

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

#### 3 3 3 Project Assessment Plan (Weighted at 50%)

- The Contractor will submit a Project Assessment Plan as outlined in **Attachment C**
- The PA Plan must be 4 pages or less (2-pages for Scope Plan (25%), and 2 pages maximum for risk assessment and value added (25%) items)



## STATEMENT OF INTEREST AND QUALIFICATIONS

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

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

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

### 3.3.5 Interviews (Weighted at 45%)

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

## SECTION 4 – SELECTION PROCESS

### 4.1 Interview and Selection Process

Contractors will be prioritized and selected through a qualification based selection process based on the criteria in Section 3. A selection committee will evaluate and score each Project Assessment Plan. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 3 to 5 contractors based on the scores from the Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors will be performed by the



# STATEMENT OF INTEREST AND QUALIFICATIONS

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Fax (623) 773-7118

Solicitation Number P14-0019

City

For this project the Final List will consist of the top 3 scoring contractors (based on PA Plan scores, Interview scores, Pass/Fail Reference, and Pass/Fail Responsiveness)

## 4 2 Identification of Potential Best-Value

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

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

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

## SECTION 5 – POST AWARD ACTIVITIES

### 5 1 Post Project Evaluation

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

## SECTION 6 – CRITICAL DATES

### 6 1 Pre-Submittal Conference

A pre-submittal conference will be held on **Tuesday, September 24<sup>th</sup> at 2 00 p m** Arizona Time. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N 85<sup>th</sup> Avenue, Peoria AZ, 85345

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

### 6 2 Critical Dates

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

September 24, 2013	Pre-Submittal Conference
October 8, 2013	Submittals Due
October 22, 2013	Notification of Interviews
October 30, 2013	Interviews (shortlisted contractors only)
November 4, 2013	Best-Value Contractor Notification



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### SECTION 7 – SOQ SUBMITTAL FORMAT

#### 7 1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7 2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee
  - No faxed or emailed SOQs will be considered
  - The SOQ must be received by the date listed in Section 7 2
- 1 Attachment A Proposal Form – One (1) original must be submitted
  - 2 Attachment B Reference Form – One (1) original must be submitted
  - 3 Attachment C Project Assessment Plan – Six (6) copies of the completed 2-page scope plan, 2-page project assessment and value added plan must be submitted
  - 4 Attachment D Project Schedule and Subcontractor Selection Plan – Six (6) copies of the 1 page project schedule and six (6) copies of the 1 page subcontractor selection plan must be submitted

#### 7 2 Submittal Due Date and Contact Information

- Proposal Responses must be received by 5 00 p m (AZ time) on **October 8, 2013**
- Contact Information

Attention Lisa Houg, Contract Officer  
SOQ # P14-0019 – JOC for Traffic Systems  
City of Peoria Materials Management  
9875 N 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Peoria, Arizona 85345

### SECTION 8 – GENERAL INFORMATION

#### 8 1 Questions

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

#### 8 2 General Information

- Instructions The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum
- Contact Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8 1 above, and may be grounds for disqualification



## STATEMENT OF INTEREST AND QUALIFICATIONS

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- Costs The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- Material All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- Compliance The selected contractor will be required to comply with the Legal Arizona Workers Act.
- Federal Funds The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.

### 8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/NewSecondary.aspx?id=53287>. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321 Procurement Code Protests, Informal and Formal.
- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> under the "DOWNLOADS" box on the right side of the web page.

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

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

### 8.5 Appendices

Appendix 1	Scoring and Ranking Submittals
Appendix 2	Sample Project



## STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number P14-0019

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*The JOC Contract template (for review only) and all templates for Attachments A, B, C, and D can be accessed on the City's FTP website*

*FTP Site Access Directions*

*Using your Web Browser, enter the following address*

*<https://cityftp.peoriaaz.gov>*

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

*User ID ftpsolicitation*

*Password AEC91&lv*

*(password is case sensitive)*

*You should then see the available file The file name for this project is P14-0019 – JOC for Traffic Systems You can copy or download to your computer or server Download speed will depend on the internet connection speeds on both sides*

*If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access*



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT A PROPOSAL FORM

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

### Project Team

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

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

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

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

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

### Bonding

Individual project bonding capacity \$ \_\_\_\_\_

Total bonding capacity \$ \_\_\_\_\_

Amount of bonded contracts currently in process \$ \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Address      City, State      Zip Code

\_\_\_\_\_  
Phone      Fax      Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contractor License Number



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT B REFERENCE LIST

#### HOW TO CREATE AND SUBMIT A REFERENCE LIST

- 1 The reference list must contain different projects You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
- 2 The references for past projects must be of similar size and scope for the type of project being solicited.
- 3 The past projects must be completed past projects (no on-going or substantially complete projects).
- 4 The City will contact the references for additional information and clarification. If the reference cannot be contacted, there will be no credit given for that reference and your firm may be eliminated from the selection process.



# STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number P14-0019

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

## ATTACHMENT B REFERENCE LIST (continued)

Please list a minimum of three (3) owner references from similar completed projects within the past three (3) years whom the Materials Management Division may contact

1	Company	_____
	Contact	Phone
	Address	_____
	Description of Work	_____ _____
	Project Value	_____
	Date Completed	_____
2	Company	_____
	Contact	Phone
	Address	_____
	Description of Work	_____ _____
	Project Value	_____
	Date Completed	_____
3	Company	_____
	Contact	Phone
	Address	_____
	Description of Work	_____ _____
	Project Value	_____
	Date Completed	_____



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### ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

#### **Introduction**

The purpose of the Project Assessment (PA) Plan is to identify if a contractor can quickly identify the risks on a future project in terms of cost, time, and client expectations (of quality and performance). The PA Plan is used to:

- 1 Assist the client in prioritizing contractors based on their ability to understand the risks of a project
- 2 Provide high performing contractors with an opportunity to differentiate themselves from their competitors
- 3 Minimize the effort of experienced companies who are competing for the project

Contractors should keep in mind that the PA Plan is only one step in the selection process. If all the PA Plans are the same, the PA Plan will have little impact in the selection (other factors, such as the interview will dictate the selection). The PA Plan will become part of the contract.

#### **PA Plan Format**

The PA Plan contains three major sections: Scope Plan, Potential Risks and Solutions, and the Potential Value Added Options. The City's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not be awarded the project. Therefore, the PA Plan should be brief and concise. The PA Plan shall NOT exceed 4 pages front side of page only (2 pages Scope Plan, 2 pages combined for Risks and Value Added Ideas).

In order to minimize any bias by the evaluation committee, the PA Plans shall NOT contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). A PA Plan template is attached and must be downloaded from the FTP site. Contractors are NOT allowed to re-create the PA Plan Template (cannot alter font size, font type, add colors, add pictures, etc). Failure to comply with these requirements may result in disqualification. The PA Plans should not contain any marketing information, brochures, product names, technical information, or general items. All documents shall be on 8½" x 11", in black and white ink only, no graphics or pictures.

#### **Overview of the Scope Plan Section**

The purpose of the scope plan submittal is an opportunity for the contractor to differentiate themselves by giving a concise and well-organized description of the project. The Scope Plan should be a succinct summary of the project and should be used to prove to the client that the contractor can visualize what they are going to do before they do it. The Plan should identify the major components, risks, and show contractors' capability to predict, preplan, prioritize, and minimize technical risks.

#### **Overview of the Risk Assessment Section**

The contractor should clearly address the following items:

- 1 List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner. Risks can include things that you control and things that you do not control.
- 2 Explain how the contractor will avoid / minimize the risk. If the contractor has a unique method to minimize the risk, they should explain it in non-technical terms.

#### **Overview of the Value Added Item Section**

The contractor should identify and list any value added options that they feel may apply to this project. Do not include marketing material.



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

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

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



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

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



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## ATTACHMENT C PROJECT ASSESSMENT PLAN

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

Identify major risks associated with the sample project You may add/delete the risk tables below as necessary

Risk 1	
Solution	
Risk 2	
Solution	
Risk 3	
Solution	
Risk 4	
Solution	
Risk 5	
Solution	
Risk 6	
Solution	
Risk 7	
Solution	
Risk 8	
Solution	
Risk 9	
Solution	
Risk 10	
Solution	



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## ATTACHMENT C PROJECT ASSESSMENT PLAN

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

Please identify any value added options or differentials that you are proposing, and include a short description of how it adds value to the sample project Identify if the items will increase or decrease schedule, cost or expectation You may add/delete the value tables below as necessary

<b>Item 1</b>				
<b>Impact</b>	Cost (\$)			Schedule (Days)
<b>Item 2</b>				
<b>Impact</b>	Cost (\$)			Schedule (Days)
<b>Item 3</b>				
<b>Impact</b>	Cost (\$)			Schedule (Days)
<b>Item 4</b>				
<b>Impact</b>	Cost (\$)			Schedule (Days)
<b>Item 5</b>				
<b>Impact</b>	Cost (\$)			Schedule (Days)



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### ATTACHMENT D

#### PROJECT DURATION SCHEDULE and SUBCONTRACTOR SELECTION PLAN

This template is a placeholder only Contractor may attach separate sheet(s) for Project Schedule and Subcontractor Selection Plan

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

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

***Overview of the Subcontractor Selection Plan (1 page)***

Font size should not be any smaller than 10 point Times New Roman or Arial. Do not list any names/information that can be used to identify your firm. Do not exceed the 1-page limit for the Subcontractor Selection Plan. (You may delete these instructions or attach a separate page for the Subcontractor Selection Plan)



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## APPENDIX 1

### Scoring and Ranking Submittals

**Overview**

The City of Peoria uses a simple linear data model to score and rank the contractors. The model uses raw data scores with a 1-10 rating, then normalizes those scores to a 100 point basis, then multiplies by the weighted percentage for the final score and ranking. Example:  $8.1 \times 45\% = 3.65$

**Example**

The following data and tables are for informational purposes only. Based on the raw data and weights, Contractor C is identified as the highest ranked firm (85.5 points out of 100 possible points). Any firm that receives a fail in the responsiveness or reference categories will be eliminated from the selection process.

	Criteria	Weight	Contractor A		Contractor B		Contractor C	
			Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
1	Responsiveness	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
2	Interview Score	45%	8.1	36.5	7.8	35.1	8.3	37.4
3	Scope Plan	25%	5.6	14	6.1	15.3	7.8	19.5
4	PA/VA Plan Score	25%	9.1	22.8	9.7	24.3	9.5	23.8
5	Project Duration Schedule & Subcontractor Plan Score	5%	8.5	4.3	9.3	4.7	9.5	4.8
6	References	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
		100%		77.6		79.4		85.5
	<b>Final Ranking</b>			<b>3</b>		<b>2</b>		<b>1</b>



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### APPENDIX 2 SAMPLE PROJECT

#### Project Description

This is a sample project and is not currently programmed in the City's Capital Improvement Program (CIP)

The City of Peoria has received requests from area citizens to modify the existing traffic signal at Lake Pleasant Parkway and Hatfield Road to accommodate an at-grade road crossing for equestrians and pedestrians. Constructing even the simplest at-grade road crossing means evaluating safety issues, trail user needs, design parameters, environmental concerns, and eventually cost. The City has decided to hire the Job Order Contractor to provide pre-construction and construction services of an at-grade road crossing and traffic signal modifications. For this job order the City will hire the design consultant separately.

The contractor shall prepare and submit a scope plan that explains

- their approach to assist during the pre-construction services consisting of planning, coordination with the designer, coordinating with the City and developing solutions
- their approach to providing construction services required to complete the recommended at-grade road crossing

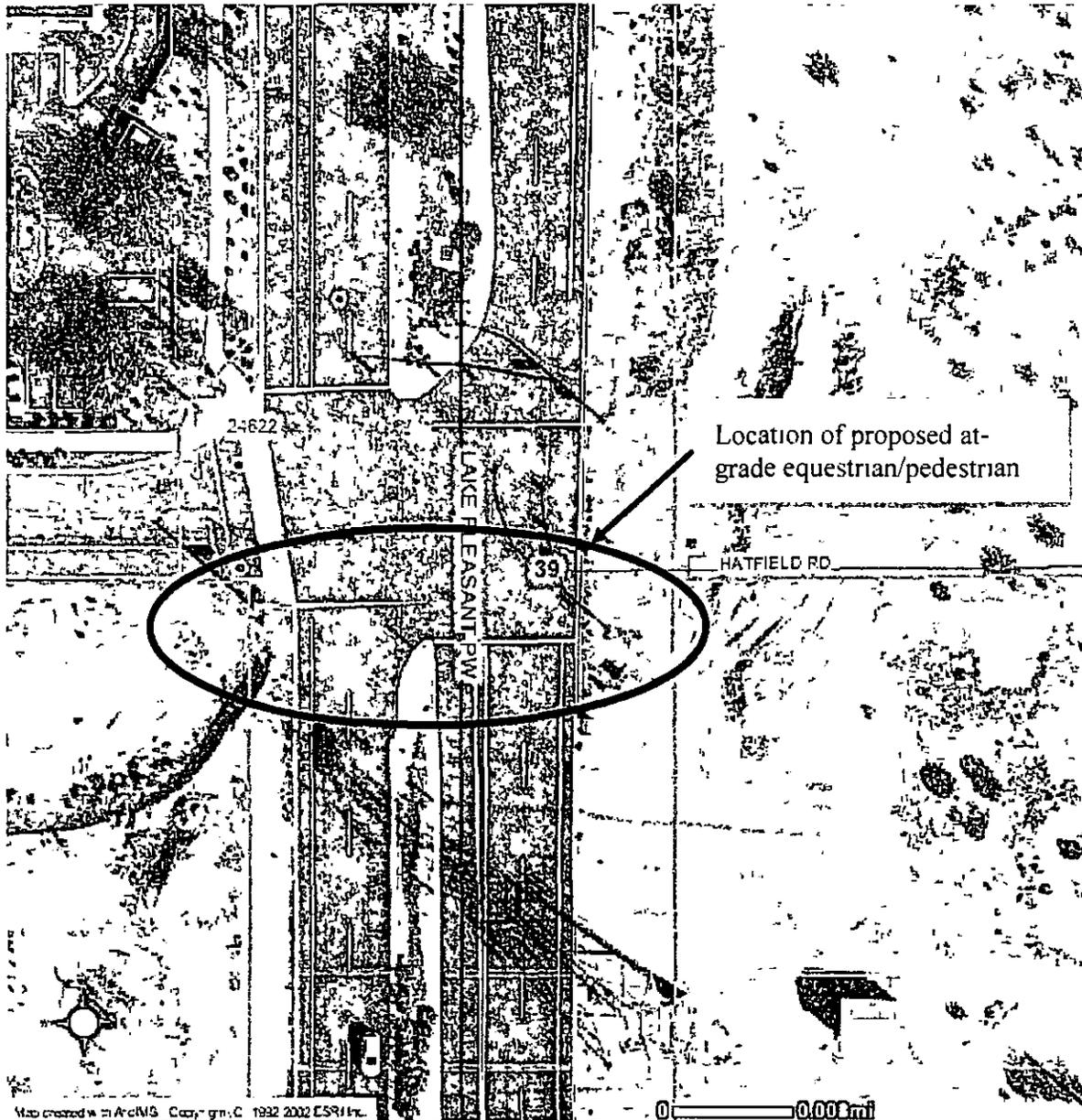


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## EXHIBIT



**ATTACHMENT E  
PROPOSAL RESPONSE**

**SEE ATTACHED**

#1



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT A PROPOSAL FORM

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

### Project Team

Name of Job Order Contractor (Contractor)	<u>ITS Engineers &amp; Constructors of Utah, Inc</u>
Name of JOC Program Manager (Individual)	<u>Randall Pearson, P E</u>
Name of Project Manager (Individual)	<u>Tim Seaman</u>
Name of Project Superintendent (Individual)	<u>Thomas Carillo</u>
Name of Estimator (Individual)	<u>Michael Wendtland, P E</u>

### Bonding

Individual project bonding capacity	<u>\$4,000,000 00</u>
Total bonding capacity	<u>\$8,000,000 00</u>
Amount of bonded contracts currently in process	<u>\$ 650,000 00</u>

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

ITS Engineers & Constructors of Utah, Inc

<u>Name of Company</u>		<u>Signature of Contractor Representative</u>	
Randall Pearson		<i>Randall Pearson</i>	
<u>Printed Name and Title of Contractor Representative</u>	<u>City, State</u>	<u>Zip Code</u>	
22505 North 19 <sup>th</sup> Avenue	Phoenix, AZ	85027	
<u>Address</u>	<u>City, State</u>	<u>Zip Code</u>	
(623) 780 - 4050	(623) 780 - 4054	4 OCT 2013	
<u>Phone</u>	<u>Fax</u>	<u>Date</u>	
randy@itsengineers.com			
<u>Email</u>			

**ROC 187901**

Contractor License Number



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B REFERENCE LIST (continued)

**Please list a minimum of three (3) owner references from similar completed projects within the past three (3) years whom the Materials Management Division may contact**

- |   |                     |  |
|---|---------------------|--|
| 1 | Company             | <u>Arizona Department of Transportation</u>  |
|   | Contact             | <u>Paul Sykes</u> Phone <u>(520) 449 - 0734</u>  |
|   | Address             | <u>1444 West Grant Road, Tucson, AZ 85745</u>  |
|   | Description of Work | <u>S R 347 communications, traffic management system and traffic signal</u><br><u>coordination timing implementation</u> |
|   | Project Value       | <u>\$117,000 00</u>  |
|   | Date Completed      | <u>March 8, 2013</u>   |
| 2 | Company             | <u>Maricopa County Department of Transportation</u>  |
|   | Contact             | <u>Jordan Lamoreaux</u> Phone <u>(602) 506-6573</u>  |
|   | Address             | <u>2901 West Durango Street, Phoenix, AZ 85009</u>   |
|   | Description of Work | <u>Relocation and renovation of the Maricopa County Department of Transportation</u><br><u>Traffic Management Center</u> |
|   | Project Value       | <u>\$650,000 00</u>  |
|   | Date Completed      | <u>January 2013</u>  |
| 3 | Company             | <u>City of Peoria</u>  |
|   | Contact             | <u>Geoff Zinnecker</u> Phone <u>(602) 918 - 0103</u>   |
|   | Address             | <u>9875 North 85th Avenue, Peoria, AZ 84345</u>  |
|   | Description of Work | <u>FY 2013 JOC Program for Traffic Signals and ITS</u>   |
|   | Project Value       | <u>\$613,004 27</u>  |
|   | Date Completed      | <u>June 30, 2013</u>   |



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### Materials Management Procurement

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### ATTACHMENT C PROJECT ASSESSMENT PLAN GUIDE AND TEMPLATE

This Project Assessment Plan addresses our firm's approach, under a JOC, to perform preconstruction and construction services for modification of the existing signal at Lake Pleasant Parkway & Hatfield Road to accommodate at grade road crossings for equestrians and pedestrians

As a preface to providing these services, we would like to state our firm's commitment and ability to provide qualified and experienced personnel to perform the tasks under the JOC. We have registered professional engineers on our staff (compliant with A.R.S. 32-142(A)) to oversee and supervise all phases of traffic signal system planning, design, preconstruction, construction, integration and operation. Our field personnel have IMSA level II certification, traffic control credential from ATSSA, OSHA safety and dust control. Additionally, our firm has performed as a JOC contractor for different agencies and has experience administering, managing and successfully completing JOC Work Orders. For this project, the Assessment Plan starts with addressing preconstruction activities.

**Preconstruction** With the design provided by the City and the design consultant, our firm's approach would be to provide input to the planning & design process from a constructability perspective. Our firm would be available to provide services to support field review & investigation, perform project measurements & quality checks for quantities. We would also be able to provide plan review and materials cost estimate data, as requested, and make recommendations regarding physical modifications necessary for construction of the signal system and crossings.

As the design approaches 90%, a site review for constructability will allow the City, the designer and the JOC contractor to finalize any remaining project elements prior to construction. With a final design, our firm would follow through to produce hard project costs and a construction schedule. The costs will be developed using quotes for approved materials and need for manpower, equipment and traffic control. A schedule for the sample project at LPP and Hatfield Rd is attached.

Important administrative tasks would also be performed as part of preconstruction. Under the JOC we would anticipate receiving the final design from the City and their design consultant. This in turn would provide the basis for submitting a formal cost proposal and schedule to the City for review. After any discussions and necessary adjustments to the proposal for approval, an individual job order would be anticipated. Following approval, the City would issue a Notice to Proceed, allowing permit requests to be submitted for review. Our firm would produce proposed traffic control plans for review and approval as part of the permitting process.

We would also provide services to address all utility locating issues. In addition to this intersection location being in a high power overhead electrical transmission line corridor, there is significant fiber optic presence as evidenced by the large vault on the east side, in the southwest corner, where the crossing is proposed, there is a dual culvert drainage structure and a gas line present. Our firm would expect to have site review meetings as necessary, including the City of Peoria Project Manager, the designer as well as the City Inspection forces - along with utility representatives as warranted. This coordination, in advance of construction, will alert all stakeholders to be aware of the site conditions and identify any special issues, such as site access, a need for special call-outs for utility locating or any other items brought forward regarding the assigned work. At this stage a preconstruction meeting would be scheduled to formally initiate the construction phase of the project.



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**Construction** Following the review & approval for scope & cost, the JOC process would proceed with issuing the Work Order & NTP, obtaining permits & providing traffic control plans for review and approval. Our firm would assist the City in organizing a preconstruction meeting with stakeholders to review the project plans, specifications and schedule in preparation for construction. Our firm would anticipate following the sequence outlined below for construction activities:

Construction activities will include continuing coordination with utility companies (initiated during preconstruction) and commencing with the underground work. It is expected that a survey for underground work for this project will be needed for extension of the drainage culvert on the southwest corner. The drainage extension will provide additional surface area for the equestrian ramp and holding area. Based on field conditions, the drainage work will require relocating the traffic signal junction box to the south, leading, in-turn to a rewire of the south leg. Additional work may be required on the southeast corner where, according to the City's Trail Crossing Guidelines, clearances are minimally met. If the design calls for further clearance, there could be an impact to move the controller cabinet on that corner as well. Underground work would also be anticipated to modify the pedestrian ramp on the northwest corner as well as landing ramps for pedestrian ramps and equestrian ramps on the northeast and southeast corners respectively, including poles and call buttons.

Upon completion of the underground work, intersection rewiring would be performed. This will include new conductor for the intersection's south leg to accommodate signal equipment relocation as well as all wiring for the new pedestrian and equestrian call buttons.

In conjunction with the rewiring, construction activity will proceed with striping and providing equestrian crossing surface treatment for Lake Pleasant Parkway. This work could also provide for any median modification called for in the plans to accommodate alignment and clearance for equestrian traffic. This phase concludes with initiating the signal operation with the new crossing configuration.

The final phase of construction will address landscape restoration, grading, vegetation and irrigation as needed. This will be followed with a final project walk-through to develop a punch list for any remaining items and clean-up. After punch list completion, As-built plans will be produced and delivered. Additional administrative close out activities under the JOC process will consist of our firm signing the project waiver & release, along with the Final Letter of Acceptance (FLOA). Our firm will provide services to self perform all aspects of construction to complete the at-grade crossing project with the exception of striping and concrete work which are specialty trades that we would expect to sub out.

As a JOC contractor our firm will be able to provide qualified staff for engineering, design and supervision for all phases of traffic signal systems work and associated integration. For construction we will self perform all signal work to install poles, heads, cabinets, video detection & surveillance and related appurtenances, we maintain manpower, equipment and vehicles to perform utility locating and utility work related to traffic signal system installation, including electrical work and coordination with electrical utilities. We will also self perform all work for lighting installation, maintenance and knock-down repair. We have the tools, skills and extensive experience to install wireless and data systems, we also maintain our own certified fusion splicer and optical testing equipment to self perform all aspects of fiber optic communications for traffic signal systems – including design, installation, testing, integration, and system commissioning. Any work which may need to be subcontracted will be professionally procured and managed per our Subcontractor Selection Plan. In summary, our firm is experienced and able to perform as a full service JOC contractor delivering quality traffic signal systems for the benefit of the City of Peoria.



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## ATTACHMENT C PROJECT ASSESSMENT PLAN – Section 2

<b>Risk 1</b>	<b>Project Cost Escalation</b> – There are three major considerations each of which will have the potential to expand the scope and increase the costs of the project. The areas that risk cost escalation are appurtenances for pedestrian safety, equestrian safety and the associated need for traffic signal equipment relocation.
<b>Solution</b>	Each of these considerations is addressed individually below. The overall solution is to achieve safe pedestrian and equestrian crossings in accordance with plans & guidelines without over designing or constructing at the expense of incurring escalating project costs.
<b>Risk 2</b>	<b>Pedestrian Safety</b> – While the sample project calls for the pedestrian/equestrian crossing on the south side of Hatfield Road, mixing the two groups in one area may pose a risk of needing an extensive cross section on the south side of Hatfield for the combined traffic.
<b>Solution</b>	A potential solution could be to separate the pedestrians and provide an east/west crossing on the north side of Hatfield Road. The north side is likely better suited for pedestrian traffic due to the shopping area and existing pedestrian ramp on the northwest corner. The pedestrian crossing would entail additional work to modify the existing pedestrian ramp on the northwest corner as well as introducing the need to construct a new pedestrian ramp on the northeast corner. This would alleviate space requirements (and minimize ROW requirements) on the south side of Hatfield Road for the equestrian crossing.
<b>Risk 3</b>	<b>Equestrian Safety</b> – Risks to equestrian safety will arise from the open storm drain on the southwest corner. Drainage modifications will be necessary and will impact project costs.
<b>Solution</b>	Equestrian safety and construction costs should be considered in light of the City of Peoria Path and Trail Corridor Guidelines and the At-Grade Path and Trail Crossings Guidelines. The open storm drain will be immediately adjacent to the equestrian crossing and a protective barrier or spatial separation should be evaluated. The construction of a barrier may involve a wing wall and/or head wall around the open drainage, upon which equestrian safe rail fencing can be mounted to safely channel equestrian traffic. Alternatively, providing separation through open space will increase the amount that the storm drainage needs to be extended to the south. Additional impact to extend drainage comes from the need to provide a gathering area for the crossing (as recommended by the guidelines) on the southwest corner.
<b>Risk 4</b>	<b>Traffic Signal Equipment Relocation</b> – The risk is that accommodating safety and preserving drainage will increase costs to relocate impacted traffic signal equipment.
<b>Solution</b>	Much of the solution will depend heavily on decisions made during the design process. The key is fully recognizing the implications of each decision. A specific focus will be on decisions (to move junction boxes, related to drainage modifications on the southwest corner, for example) which could result in a requirement to rewire portions or all of the intersection. Another focus would be on decisions related to providing adequate equestrian trail widths for safe passage adjacent to the traffic signal cabinet on the southeast corner. Currently there is exactly 12' 1" width between the signal cabinet and the signal pole on that corner. This is a recommended minimum for equestrian crossings widths from the guidelines. If a design decision is made to increase that width from the minimum, then the cabinet would become subject to relocation, along with the corresponding construction costs. Furthermore, changing the cabinet location could introduce the need for additional rewiring and associated costs.



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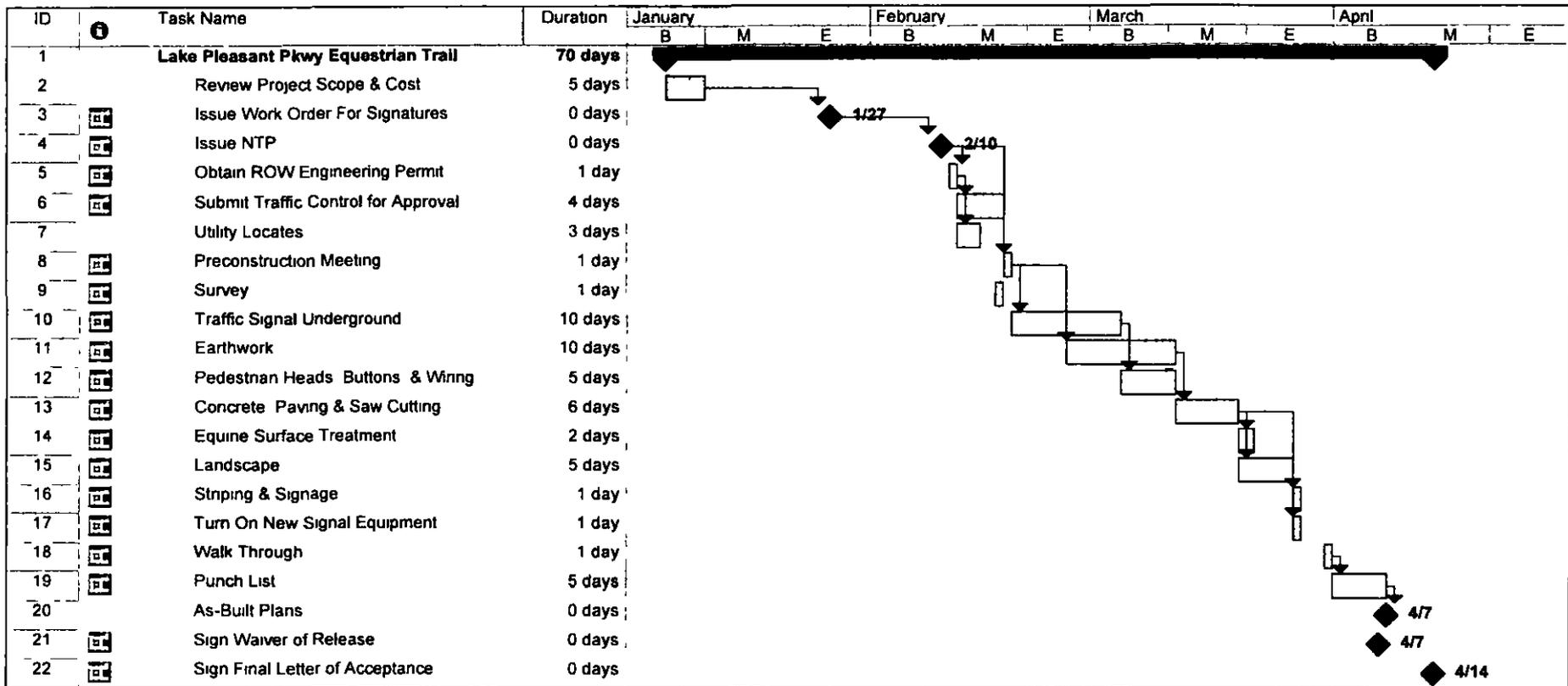
<b>Risk 5</b>	<b>Construction Traffic Control</b> – Mitigating risk to workers and vehicular traffic during construction requires Traffic Control Plans (TCP) for each phase of work
<b>Solution</b>	As part of the preconstruction meeting, have Traffic Control Plans prepared for the City to review in conjunction with the project schedule. Submit the TCPs for review, discuss any adjustments needed prior to approval, obtain permits and implement as permitted and scheduled. This approach to prior planning assures timely preparation for the safety of both vehicular traffic and construction activities.

## ATTACHMENT C

### PROJECT ASSESSMENT PLAN – Section 2 – Value Added Options

This template must be used

<b>Item 1</b>	Signing for safety and Way finding. The guidelines, mentioned above, recommend separation of pedestrian and equestrian traffic at crossings. This will be facilitated with the installation of way-finding signage to safely guide pedestrians and equestrians through their separate channels, as designed. Additionally, Application of signing on LPP would provide vehicles with appropriate notice of the equestrian presence.			
<b>Impact</b>	Cost (\$)	~ \$8,500 00	Schedule (Days)	4
<b>Item 2</b>	Separation of the pedestrian and equestrian crossings provides an opportunity to set up separate timing for each. Equestrian crossing speed is approximately 6 feet per second and, by MUTCD, pedestrian walking speed is generally considered 3.5 feet per second. Timing could be developed for the separate crossings that reflect the differential in clearance intervals. This would result in time savings to the main arterial traffic (LPP) during coordinated periods.  Pedestrian timing would be calculated in the normal way and input into "walk one" in the controller. Equestrian timing could be calculated at 6 feet per seconds and entered into "walk two" in the controller. This would allow for more efficient use of timing for the equestrian crossing when no pedestrian traffic is present.			
<b>Impact</b>	Cost (\$)	~ \$1,000 00	Schedule (Days)	2
<b>Item 3</b>	Combine Resources with Planning for Parks & Recreation to ensure that the features designed in this crossing lead to an efficient transition into an integrated trail system. Integration with Parks & Recreation will add utility to the crossing as the trails in the vicinity develop and save the city future money. Working with Planning will ensure that what is constructed will work into the future for the City of Peoria.			
<b>Impact</b>	Cost (\$)	Internal costs to the City	Schedule (Days)	Design Related



Project Lake Pleasant Pkwy Equestrian  
Date Fri 10/4/13

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

## **Subcontractor Selection Plan**

Our firm understands the requirements under A R S 34-603, the statute identifies the requirement to give due consideration to the qualification of a contractor to perform the prescribed work. The statute does not rule out the possibility of using price as a component of the selection process, but it makes clear the requirement to have qualification as the primary focus. Our approach to subcontractor selection is described below:

- Identify subcontractors that have experience, expertise and history of delivering similar work to be performed
- Confirm subcontractors have a valid Arizona ROC contractor license, the license is applicable for the work to be performed and the license is in good standing
- Establish that subcontractors have adequate resources, in the form of manpower and equipment, to perform the work
- Review subcontractors' ability to comply with insurance requirements of the City of Peoria
- Determine subcontractors bonding capacity and the viability of their surety
- Confirm that subcontractors follow Equal Employment Opportunity requirements and comply with E-verify
- Review the subcontractors' Safety Plan
- Review subcontractors' financial standing along with history of claim activity

Subcontractors will be utilized and selected on an as needed basis, based on requirements of the individual job order and availability to meet the project schedule. Prior to any subcontractor performing work on a project, a request to allow use of the contractor will be made to the City for approval. Any subcontractor rejected by the city will not be allowed to perform on the project.

Additionally, our firm strives to accommodate the use of disadvantaged, minority and women owned business entities when this requirement is stipulated. We are an equal opportunity employer and follow all federal state and local labor laws.

**ATTACHMENT F  
AUTHORIZED SIGNATURE FORM**

**SEE ATTACHED**

# ITS Engineers & Constructors Inc



December 4, 2013

Lisa Houg  
City of Peoria  
9875 North 85th Avenue  
Peoria, AZ 85345

**RE P014-0019A, JOC for Traffic Systems  
Project Contact List**

Dear Ms Houg

The following is contact information for Individuals authorized for contract related signatures

Michael Wendtland, President  
ITS Engineers  
22505 North 19<sup>th</sup> Avenue  
Phoenix, AZ 85027

Phone, (623) 780-4050  
Fax (623) 780 4054  
Cell (480) 235-6800  
Email michael@itsengineers.com

Randall Pearson, Vice President  
ITS Engineers  
22505 North 19<sup>th</sup> Avenue  
Phoenix, AZ 85027

Phone, (623) 780-4050  
Fax (623) 780 4054  
Cell (480) 766-1189  
Email randy@itsengineers.com

Sincerely,

**ITS Engineers & Constructors of Utah, Inc**

A handwritten signature in black ink that reads "Randall Pearson". The signature is written in a cursive, flowing style.

**ATTACHMENT G  
CONTRACTOR CONTACT LIST**

**SEE ATTACHED**

# ITS Engineers & Constructors Inc



December 4, 2013

Lisa Houg  
City of Peoria  
9875 North 85th Avenue  
Peoria, AZ 85345

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Randall Pearson, Vice President  
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22505 North 19<sup>th</sup> Avenue  
Phoenix, AZ 85027

Phone, (623) 780-4050  
Fax (623) 780 4054  
Cell (480) 766-1189  
Email randy@itsengineers.com

Sincerely,

**ITS Engineers & Constructors of Utah, Inc**

*Randall Pearson*

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
RED HAWK SOLUTIONS, LLC

[Plans and Technical Specifications]

See following pages.

**TOWN OF FOUNTAIN HILLS, ARIZONA  
DEVELOPMENT SERVICES DEPARTMENT**



**FOUNTAIN HILLS BOULEVARD AND PALISADES BOULEVARD  
TRAFFIC SIGNAL IMPROVEMENTS  
TOWN OF FOUNTAIN HILLS PROJECT NO. C2016-173**

**TECHNICAL SPECIFICATIONS**



**DECEMBER 23, 2015**

## SECTION 100

### **MAG SECTION 101          ABBREVIATIONS AND DEFINITIONS**

#### **101.2          DEFINITIONS AND TERMS:** *is revised to read:*

##### **Construction Manager:**

The person appointed by the Town of Fountain Hills (Town), acting directly or through his duly authorized representative, to oversee the progress of the Work. This may consist of a Town employee, Designer of Record or by other person or firm appointed by the Town. Contact Justin Weldy at 480-816-5133 with the Town of Fountain Hills.

### **MAG SECTION 104          SCOPE OF WORK**

*Section 104 is revised to add:*

This project includes furnishing all labor, tools, materials, equipment and any other incidentals necessary to construct traffic signal improvements as specified in the project plans at Fountain Hills Boulevard and Palisades Boulevard.

The project is located in the Town of Fountain Hills in Sections 10 and 15 in T3N, R6E.

**MAG SECTION 105 CONTROL OF WORK**

*Section 105.6 is modified to add:*

**105.6 COOPERATION WITH UTILITIES**

The following utility companies have facilities in the area but are not anticipated to be in conflict:

Chaparral City Water Company	Michael Vielma	(602) 377-2295
Fountain Hills Sanitary District	Jeff Warring	(480) 797-1091
Four Peaks	Mike Harbo	(602) 828-2651

The following utility companies have facilities within the proposed construction limits.

<u>Town of Fountain Hills</u>	Jim Michalak	(602) 721-5639
-------------------------------	--------------	----------------

The Contractor will be required to coordinate with the Town of Fountain Hills during construction.

The Town of Fountain Hills has existing traffic signal pull boxes and conduit for the intersection, which will be modified with this project.

The following utility companies have facilities in the area and may have possible conflicts with the proposed construction.

<u>CenturyLink</u>	Dennis Aust	(480) 243-1752
--------------------	-------------	----------------

CenturyLink maintains facilities in the area, protect in place. When crossing CenturyLink facilities the Contractor shall pothole to determine the depth and maintain a minimum of 12 inches vertical and horizontal separation from the proposed facilities. Support and protection is required for all CenturyLink facilities during construction. In the event CenturyLink facilities need to be removed or relocated, all costs shall be at the Contractor expense.

<u>Cox Communications</u>	Zachary O. Killin	(602) 694-1418
---------------------------	-------------------	----------------

Cox Communications maintains CCTV facilities in the area, protect in place. The exact locations of these facilities are not affirmed. When crossing Cox Communications facilities the Contractor shall pothole to determine the depth and maintain a minimum of 12 inches vertical and horizontal clearance from the proposed facilities. Support and protection is required for all Cox Communications facilities during construction.

Notify Cox Communications Engineering Department of all utility coordination meetings, pre-construction meetings, and construction schedules including the anticipated construction date. In the event CenturyLink facilities need to be removed or relocated, all costs shall be at the Contractor expense. Allow 45-days to resolve undetermined conflicts that arise as a result of

the construction of this project. Cox Communications does not maintain installation records of customer drops that may conflict with this project.

Salt River Project (SRP)

SRP Blue Stake (602) 236-8026

SRP maintains underground 12KV distribution facilities in the area. Facilities require a minimum ground coverage of 48 inches over underground facilities. In the event CenturyLink facilities need to be relocated or converted, all costs shall be at the Contractor expense. If plans are modified to avoid possible conflict and/or relocation of existing SRP underground facilities, SRP New Business Distribution Design will need a set of the revised plans.

Southwest Gas

Norma Jardin (480) 730-3857

Southwest Gas maintains natural gas pipeline facilities in the area. When crossing Southwest Gas facilities the Contractor shall pothole to determine the depth and maintain a minimum of 12 inches face to face clearance at the point of crossing. There may be abandoned steel gas lines within the proposed construction that are potentially coated or wrapped with unidentified materials, which shall be treated as potentially containing asbestos. Whenever such a pipe is in direct conflict and requires removal, it must only be done so by one of Southwest Gas' NESHAP certified contractors. In the event an abandoned steel gas line needs to be removed, all costs shall be at the Contractor expense. Coordinate with Southwest Gas in advance to coordinate any removal.

## **MAG SECTION 350 REMOVAL OF EXISTING IMPROVEMENTS**

### **350.3 MISCELLANEOUS REMOVAL AND OTHER WORK:**

*Add the following new Subsections:*

#### **(I) Remove and Salvage Electrical Conductors**

The work consists of furnishing all labor, equipment, and materials necessary to remove and dispose of conductors and detection devices as shown on the plans.

Existing traffic signal shall remain in operation until new signal is ready for operation.

All existing conductors shall be salvaged and delivered to the Town, by the Contractor in accordance with local ordinances.

Existing conduit may be abandoned in place as shown on the plans.

*Section 350.4 is modified to add:*

### **350.4 PAYMENT:**

#### **(I) Remove and Salvage Electrical Conductors**

The work consists of furnishing all labor, equipment, and materials necessary to remove and salvage existing conductors as shown on the plans.

Existing traffic signal shall remain in operation until new signal conduit and pull boxes are in place and ready for switch over.

All existing conductors shall be salvaged and delivered to the Town by the Contractor in accordance with local ordinances.

Existing conduit may be abandoned in place as shown on the plans.

Removal and salvaging of existing conductors shall be measured and paid at the contract lump sum price included in Bid Item 350.04001.

*The following Section is hereby added to Part 400 of the MAG Standard Specifications:*

## **MAG SECTION 471          ELECTRICAL UNDERGROUND INSTALLATION**

### **471.1          DESCRIPTION:**

The work under this section shall consist of furnishing and installing electrical conduit, and pull boxes for traffic signals including jacking, drilling, excavating placing and compacting backfill material in accordance with the locations shown on the Traffic Signal Plan.

Work shall conform to Section 732 of the ADOT Standard Specifications, all applicable drawings of the ADOT Standard Drawings, these specifications, and the plans.

### **471.2          MATERIALS:**

#### **471.2.1      Electrical Conduit:**

All conduits shall be PVC in accordance with Subsection 732-2.02 of the ADOT Standard Specifications with the exception of conduits that are installed above ground which shall be rigid metal conduits in accordance with Subsection 732-2.02 of the ADOT Standard Specifications.

Unless otherwise shown on the plans, bends, conduit fittings, expansion joints, 36 inch sweeps and other conduit accessories not specifically mentioned shall be from a material similar to the connecting conduit.

All conduit and conduit fittings shall be listed by UL, and conform to NEC standards. Except as specified below, all conduit to be installed underground or in concrete structures shall be rigid polyvinyl chloride (PVC) conforming to the requirements of UL 651 for Rigid Nonmetallic Conduit. PVC conduit and conduit fittings shall be Schedule 80, heavy wall, manufactured from high impact material and shall be rated for use at 90 degrees C. High Density Polyethylene (HDPE) conduit will be considered for approval for directional boring applications.

All exposed conduit and conduit fittings to be installed above ground shall be rigid metallic type manufactured of galvanized steel conforming to requirements of UL 6 for Rigid Metallic Conduit and to NEC standards.

#### **471.2.2      Conduit Warning Tape:**

Conduit warning tape shall be a four (4) mil inert plastic film specially formulated for prolonged use underground and shall be a minimum of 3 inches wide. All tape shall be highly resistant to alkalis, acids, and other destructive agents found in the soil.

Tape shall have a continuous printed message warning of the location of underground conduits. The message shall be in permanent ink formulated for prolonged underground use and shall bear the words, 'CAUTION--ELECTRIC LINE BURIED BELOW' in black letters on a red background.

### **471.2.3 Pull Boxes:**

Pull boxes, pull box covers and pull box extensions shall be constructed of polymer concrete with reinforced heavy-weave fiberglass. Pull boxes and covers shall be concrete gray color and rated for no less than 8,000 lbs. over a 10 inch x 10 inch area and be designed and tested to temperatures of -55 degrees F. Material compressive strength shall be no less than 1584 ksf. Covers shall have a minimum coefficient of friction of 0.5. Pull boxes shall be stackable for extra depth. Covers shall be secured with two (2) 3/8 inch corrosion resistant metallic hex bolts with corrosion resistant metallic washers.

The words “**TRAFFIC SIGNAL**” shall be cast in the pull box covers in 1-inch high letters.

At the request of the Town the Contractor shall furnish shop drawings of the pull boxes.

Chipped or cracked pull boxes, covers and extensions will not be accepted.

Pull boxes of the type specified on the Traffic Signal Plan shall be furnished and installed at the locations shown on the plans.

All relocation of pull boxes to avoid structures and/or other conflicts shall be approved by the Town and documented by the Contractor on the as-built traffic signal plans.

Pull boxes shall be set and adjusted so that they are flush at curb or sidewalk grade. When no grade is established pull boxes shall be set as requested by the Town.

All pull box covers shall be secured with the required bolts and washers before final acceptance of the project.

All pull boxes shall be left in a clean condition, free of dirt and debris upon completion of the work.

### **471.3 CONSTRUCTION REQUIREMENTS:**

#### **471.3.1 Installation of Electrical Conduit and Pull Boxes:**

##### **(A) General Requirements:**

Conduit shall be furnished and installed at the locations and of the sizes shown on the Traffic Signal Plan. Unless changes are necessary to avoid underground obstructions all underground conduit shall be installed in a straight line from pull box to pull box and/or from foundation to pull box and shall be of one continuous size. Any change in conduit routing must be approved by the Town and documented by the Contractor on as- built traffic signal plans.

All PVC conduits shall be stored and handled in an approved manner to minimize ultraviolet deterioration due to exposure to sunlight.

The PVC conduit shall be cut square and trimmed to remove all rough edges. PVC conduit connections shall be of the solvent weld type. Purple primer conforming to the requirements of

ASTM F 656 shall be applied to the joined surfaces prior to use of cement. The joint cement shall be the gray PVC cement conforming to the requirements of ASTM D 2564. Where a connection is made to rigid metallic conduit, the coupling used shall be a PVC female adapter.

Expansion joint fittings shall not be installed in PVC conduit runs between pull boxes unless specified. Expansion joint fittings shall be installed in conduit runs in which both ends of the conduit are fixed in place, such as conduit runs between two foundations.

Expansion joint fittings shall be installed in conduit runs which cross a concrete structure expansion joint. Approved expansion fittings shall allow for a linear thermal expansion of up to 6 inches.

Conduit embedded in concrete structures shall be securely attached to the reinforcing steel at intervals of approximately 12 inches. Expansion fittings shall be installed where conduit crosses expansion joints in the structure. Where bonding is not continuous, expansion fittings shall be provided with a bonding jumper of number 6 AWG flexible wire. Where it is not possible to use expansion fittings, sleeves of sufficient size shall be installed to provide a minimum 1/2 inch clearance between the conduit and the inside wall of the sleeve. The sleeve shall be discontinuous at the expansion joints.

All existing conduits and conduit embedded in concrete structures shall be cleaned out with a mandrel and blown out with compressed air.

Field PVC conduit bends shall be made without crimping or flattening, using the longest radius practical but not less than specified by the NEC. Collapsed conduit, no matter how small, is not acceptable. The number of bends between pull boxes or between pull box and foundations shall not contain more than equivalent of two quarter bends (180 degrees, total), including the bends at the pull boxes or foundations, unless authorized by the Town.

The Contractor shall place warning tape (as specified in Section 471.2.2) in all open trenches in which conduit is placed. All warning tape shall be buried at a depth of 12 inches above the conduit.

Where conduit is to be installed under existing roadway pavement by jacking or drilling methods, the jacking and/or drilling pits shall be kept 2 feet clear of the edge of the pavement.

Installation of conduit for underground electrical service shall be in accordance with the ADOT Standard Details and as shown on the Traffic Signal Plan.

**(B) Conduit Routing and Underground Obstructions:**

Conduit runs shown on the plans are depicted to indicate the intended path from point to point. The actual pathway shall be field staked prior to any excavation and shall be modified as necessary, as approved and directed by the Town, to avoid obstacles and obstructions that will prevent ease of installation, obstacles and future maintenance or conformance with appropriate codes and specifications. Final conduit locations shall be documented and submitted to the Town in the form of an as-built drawing.

**(C) Conduit Depth Requirements:**

Conduits installed in protected areas such as behind curbs, under side-walks, etc. that are not subject to any vehicular traffic shall be at a minimum depth of 24 inches below final grade. Conduits installed under roadways, driveways, or any open area where there is the possibility of vehicular traffic, shall be installed at a minimum depth of 36 inches below final grade. When conduit cannot be installed at the minimum depth, it shall be completely encased in 3 inches of Class C concrete in accordance with Section 725 of the MAG Standard Specifications.

**(D) Trenching, Backfilling and Compaction:**

Trenches shall not be excavated wider than necessary for the proper placement of conduit and pull boxes. Trenching shall be done in accordance with MAG Section 601, Backfilling, compaction and bedding of conduit runs shall be in accordance with Section 601.4.9 of the MAG Standard Specifications.

Open trench excavation across any existing paved areas, shall have two (2) parallel cuts made at a distance not to exceed 16 inches. All removal and replacement of existing paved areas shall be in accordance with Section 336 of the MAG Standard Specifications.

Open trench excavation across an existing Portland concrete area shall have two (2) parallel cuts made at a distance not to exceed 16 inches. All removal and replacement of existing Portland concrete areas shall be done in accordance with Section 336 of the MAG Standard Specifications.

After each excavation is complete and materials in place, the Contractor shall notify the Town for inspection, and under no circumstances shall any underground material or equipment be covered with fill without proper approval.

**(E) Conduit by Trenchless Methods:**

Conduit under existing pavement, curbs and gutters, sidewalks, concrete flatwork, textured or decorative surfaces, and at other specified locations, shall be installed by Horizontal Directional Boring (HDB) or Horizontal Directional Drilling (HDD) methods. Use of either method is allowed, subject to approval by the Town Engineer.

Conduit installation in areas where trenching would typically be allowed may be installed by trenchless method, if preapproved by the Town as a means of facilitating installation or mitigating potential damage to existing surface and subsurface elements.

The proposed bore profile shall be submitted to the Town, after the contractor has completed the necessary potholing, and approved prior to beginning the operation at each location.

Directional boring/drilling shall be used to install all conduits along a prescribed path from the surface with minimal impact to the surrounding area. Installation shall be performed in accordance with industry standards and as directed by the Town Engineer.

The contractor's installation process shall utilize the "walkover" locating system, or other Town approved equivalent, for determining the installation profile. The installation equipment shall register the depth, angle, rotation and directional data. At the surface, equipment shall be used to gather the data and relay the information to the equipment operator.

Excavation and backfill of excavated pits shall be in accordance with the requirements of Subsection 203-5.03 (B) (4).

When enlargement of an installation hole is necessary, the hole shall be at least 25 percent larger than the conduit to be installed, unless otherwise specified by the Town. Pulling equipment such as grips, pulling eyes, and other attachment hardware external to the conduit will be permitted as long as a wooden dowel is placed inside the conduit to prevent it from collapsing at the point of attachment when pull tension is at its peak. A swivel shall be used with all pulling hardware when pulling back the conduit into the installation path. Drilling fluid shall be pumped down the hole to provide lubrication for the conduit as it is pulled in. The pulling tension for installing conduit into the installation path shall not exceed 75 percent of the conduit manufacturer's tensile strength rating in order to prevent the conduit from "necking down" or deforming.

All final installation profiles shall be submitted to the Town.

**471.4 MEASUREMENT:**

Conduit will be measured by the LINEAR FOOT for each diameter size regardless of method of installation. Where multiple conduits will be placed in a single trench or Directional Drill (including but not limited to Bid Items 471.61214, 471.61314, and 471.61320 measurement shall be by the linear foot of trench or directional bore. For example, in a 100-foot trench or direction bore where two 3" conduits will be installed, measurement shall be made by the linear foot of trench or directional bore (100 feet) not the total length of conduit installed (200 feet). The total length of conduit shall be included in the LINEAR FOOT measurement.

Pull boxes will be measured as a unit for EACH pull box size.

No measurement or direct payment will be made for furnishing or installing pull tape, the cost being considered as included in the cost of the contract items.

**471.5 PAYMENT:**

The accepted quantities of conduit, measured as provided above, will be paid for at the contract unit price per LINEAR FOOT, which shall be full compensation for the item, complete in place, including excavation, backfill, warning tape, pull rope or bond wire and any incidentals necessary to complete the work. No direct payment will be made for rigid metal conduit bends or rigid non-metallic conduit bends at pull boxes, expansion fittings and coupling fittings, the cost being considered as included in the contract price for the conduit items.

The accepted quantities for pull boxes, measured as provided above, will be paid for at the contract unit price, EACH, which shall be full compensation for the item, contract unit price, including any excavating, backfilling and landscaping necessary to complete the work.

*The following Section is hereby added to the MAG Standard Specifications:*

## **MAG SECTION 478      ELECTRICAL CONDUCTORS**

### **478.1      DESCRIPTION:**

Work shall conform to Section 732 of the ADOT Standard Specifications, ADOT Standard Drawings, the Town requirements, and the project plans.

All IMSA 5-Conductor, 7-Conductor and 20-Conductor cable shall have the individual wires color-coded (solid and stripe), to be wired at the MAST and PED terminal compartment, in accordance with the Town's Conductor details provided in Appendix A herein.

The contractor shall be responsible for obtaining a color version of this standard from the Town for use in the field.

All cables shall be installed home run from the controller cabinet to the signal pole terminal compartment, with no IMSA splices allowed in the pull boxes.

All cabling from the controller to the signal pole terminal compartment shall be solid wire, 20 conductor or 7 conductor #14 AWG IMSA cable. All cabling from the terminal compartment to the signal heads shall be stranded.

The Town will provide the terminal block layout wiring for each quadrant at each intersection prior to any work.

Main Direction Tape color codes for traffic signal wiring shall be in accordance with City of Scottsdale Standard Detail 2141. See Appendix A for Terminal Block Color Coding and wiring.

*The following Section is hereby added to the MAG Standard Specifications:*

## **MAG SECTION 485      VIDEO DETECTION SYSTEM (4-CAMERA)**

### **485.1      DESCRIPTION:**

The work under this section shall consist of furnishing all materials, equipment and labor for installing a Video Detection System at the Fountain Hills Boulevard and Palisades Boulevard.

Video Detection System shall conform to the Town of Fountain Hills Video Detection Specifications provided in Appendix B herein and shall conform to Section 735 of the ADOT Standard Specifications. Section 735 is modified to add the following:

**735-3** *Construction Requirements: of the ADOT Standard Specifications is modified to add:*

#### **(G) Video Detection:**

The Contractor is responsible for installing all components, making all connections and adjusting cameras for the video detection system.

Video detection video cables shall run unspliced to the controller cabinet.

Video detection video and power cables shall be clearly tagged and marked in the controller cabinet and each pull box they pass through, designating the direction, phase or corner served.

The Contractor is responsible for insuring that the video detection system is properly aimed and ready for activation prior to the date of turn-on of the video detection system. Set-up shall be coordinated with the Town. The contractor shall make any adjustments to camera aiming or cabling, as requested by Town personnel, including providing any necessary traffic control as a component of the video detection bid item.

The supplier of the video detection system shall supervise the installation and testing of the video detection system. A factory certified representative from the supplier shall be on-site during installation and activation. The Contractor shall coordinate with the Town for the scheduling of the supplier's factory representative for the installation and the activation of the video detection system.

The Contractor is advised that he does not have direct access into the traffic signal controller cabinet. All access for work within the cabinet must be coordinated with the Town.

**735-4 Method of Measurement:** *The first paragraph of the ADOT Standard Specifications is revised to read:*

Video detection system will be measured on a per each basis for each intersection location for the video detection system, installed at the Fountain Hills Boulevard and Palisades Boulevard intersection, complete in place, in the permanent configuration.

**735-5 Basis of Payment:** *The first paragraph of the ADOT Standard Specifications is revised to read:*

The video detection system, measured as provided above, will be paid for at the contract price for the video detection system installed, complete in place, which price shall be full compensation for the work required to provide a fully functional video camera detection system as described herein and on the project plans.

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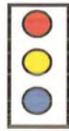
**APPENDIX A**

TOWN OF FOUNTAIN HILLS  
IMSA 20 CONDUCTOR CABLE FOR  
MAST AND PED TERMINAL BLOCKS

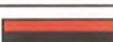
# IMSA 20 Conductor Cable

2 - 11 - 09

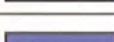
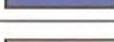
## Town of Fountain Hills



### MAST Terminal Block

#	Line In
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

### PED Terminal Block

#	Line In
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

SRP\_TM\_TP-Master-902

**APPENDIX B**  
TOWN OF FOUNTAIN HILLS  
VIDEO DETECTION SPECIFICATION

# SPECIFICATION FOR A MODULAR (MULTI OR SINGLE CAMERA) VIDEO DETECTION SYSTEM

## 1. General

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using only video images of vehicle traffic.

### 1.1 System Hardware

The video detection system (VDS) shall consist of up to four video cameras, a video detection processor (VDP) capable of processing from one to four video sources, output extension modules, video surge suppressors and a pointing device.

### 1.2 System Software

The system shall include software that detects vehicles in multiple lanes using only the video image. Detection zones shall be defined using only an on-board video menu and a pointing device to place the zones on a video image. Up to 24 detection zones per camera view shall be available. A separate computer shall not be required to program the detection zones.

## 2. Functional Capabilities

### 2.1 Available System Configuration

- a. The VDS will be deployed at locations where site conditions and roadway geometry vary. The VDS system may also be deployed at locations where existing cabinets or equipment exist. Existing site configurations will dictate the availability of cabinet space and VDS usage.
- b. The proposed VDS shall be available in various configurations to allow maximum deployment flexibility. Each configuration shall have identical user interface for system setup and configuration. The communications protocol to each configuration shall be identical and shall be hardware platform independent. The proposed VDS shall have multiple configurations available for deployment as described in Table 1.

Table 1. VDS Configuration

Description	No. Video Inputs	No. Video Outputs	Mounting Configuration	Power Supply Requirements
Dual-Channel Rack Mounted	2	1	Rack Mount (Type 170 or NEMA TS-1, TS-2 Racks)	12/24VDC Power From Rack

### 2.2 System Interfaces

The following interfaces shall be provided for each of the configurations identified in Table 1.

- a. **Video Input:** Each video input shall accept RS170 (NTSC) or CCIR (PAL) signals from an external video source (camera sensor, DVD or video tape player). The interface connector shall be BNC

type and shall be located on the front of the video processing unit. For four-channel VDPs, an adapter cable that converts a DB15 interface to 4 individual BNC connectors shall be used. The video input shall have the capability to select 75-ohm or high impedance (Hi-Z) termination.

- b. **Video Lock LED:** A LED indicator shall be provided to indicate the presence of the video signal. The LED shall illuminate upon valid video synchronization and turn off when the presence of a valid video signal is removed.
- c. **Video Output:** One video output shall be provided. The video output shall be RS170 or CCIR compliant and shall pass through the input video signal. For multi-channel video input configurations, a momentary push-button shall be provided on the front panel to toggle through each input video channel. In the absence of a valid video signal, the channel shall be skipped and the next valid video signal shall be switched. The video output shall have the capability to show text and graphical overlays to aid in system setup. The overlays shall display real-time actuation of detection zones upon vehicle detection or presence. Overlays shall be able to be turned off by the user. Control of the overlays and video switching shall also be provided through the serial communications port. The video output interface connector shall be positive locking BNC type. Friction type (e.g. RCA type) connectors shall not be allowed.
- d. **Serial Communications:** A serial communications port shall be provided on the front panel. The serial port shall be compliant with EIA232 electrical interfaces and shall use a DB9 type connector. The serial communications interface shall allow the user to remotely configure the system and/or to extract calculated vehicle/roadway information. The interface protocol shall be documented or interface software shall be provided. The interface protocol shall support multi-drop or point-to-multipoint communications. Each VDS shall have the capability to be addressable.
- e. **Contact Closure Output:** Open collector contact closure outputs shall be provided. Four (4) open collector outputs shall be provided for the single, dual or quad channel rack-mount configuration. Additionally, the VDPs shall allow the use of extension modules to provide up to 24 open collector contact closures per camera input. Each open collector output shall be capable of sinking 30 mA at 24 VDC.

Open collector outputs will be used for vehicle detection indicators as well as discrete outputs for alarm conditions.

- f. **Logic Inputs:** Logic inputs such as delay/extend or delay inhibit shall be supported through the appropriate detector rack connector pin or front panel connector in the case of the I/O module. For VDPs and extension modules, 4 inputs shall be supported. The I/O module shall accommodate eight (8) inputs.
- g. **Detection LEDs:** LEDs shall be provided on the front panel. The LEDs shall illuminate when a contact closure output occurs. Rack-mounted video processors shall have a minimum of four (4) LEDs. Rack-mounted extension modules shall have two (2), four (4) or eight (8) LEDs (depending upon extension module type) to indicate detection.
- h. **Test Switches:** The front panel of the VDP shall have detector test switches to allow the user to place calls on each channel. The test switch shall be able to place either a constant call or a momentary call depending on the position of the switch.
- i. **Mouse Port:** A USB mouse port shall be provided on the front panel of the rack mount video processing unit. The mouse port shall not require special mouse software drivers. The mouse port shall be used as part of system setup and configuration. A mouse shall be provided with each video processor.
- j. **Extension Modules:** Extension modules (EM) shall be available to eliminate the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack to provide open collector outputs. The extension

module shall be connected to the VDP by an 8-wire twisted-pair cable with modular connectors. VDP and EM communications shall be accommodated by methods using differential signals to reject electrically coupled noise. The extension module shall be available in both 2 and 4 channel configurations. EM configurations shall be programmable from the VDP. A separate I/O module with 32 outputs and 8 inputs using external wire harness for expanded flexibility shall also be available.

## 2.3 General System Functions

- a. Detection zones shall be programmed via an on board menu displayed on a video monitor and a pointing device connected to the VDP. The menu shall facilitate placement of detection zones and setting of zone parameters or to view system parameters. A separate computer shall not be required for programming detection zones or to view system operation.
- b. The VDP shall store up to three different detection zone patterns. The VDP can switch to any one of the three different detection patterns within 1 second of user request via menu selection with the pointing device. Each configuration shall be uniquely labeled and able to be edited by the user for identification. The currently active configuration indicator shall be displayed on the monitor.
- c. The VDP shall detect vehicles in real time as they travel across each detection zone.
- d. The VDP shall accept new detection patterns from an external computer through the EIA232 port when the external computer uses the correct communications protocol for downloading detection patterns. A Windows™-based software designed for local or remote connection and providing video capture, real-time detection indication and detection zone modification capability shall be provided with the system.
- e. The VDP system shall have the capability to automatically switch to any one of the stored configurations based on the time of day which shall be programmable by the user.
- f. The VDP shall send its detection patterns to an external computer through the EIA232 port when requested when the external computer uses the appropriate communications protocol for uploading detection patterns.
- g. The VDP shall default to a safe condition, such as a constant call on each active detection channel, in the event of unacceptable interference or loss of the video signal.
- h. The system shall be capable of automatically detecting a low-visibility condition such as fog and respond by placing all defined detection zones in a constant call mode. A user-selected alarm output shall be active during the low-visibility condition that can be used to modify the controller operation if connected to the appropriate controller input modifier(s). The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

## 3. Vehicle Detection

- 3.1 Up to 24 detection zones per camera input shall be supported and each detection zone can be sized to suit the site and the desired vehicle detection region.
- 3.2 The VDP shall provide up to 24 open collector output channels per camera input using one or more extension modules.
- 3.3 A single detection zone shall be able to replace multiple inductive loops and the detection zones shall be OR'ed as the default or may be AND'ed together to indicate vehicle presence on a single phase of traffic movement.
- 3.4 Placement of detection zones shall be done by using only a pointing device, and a graphical interface built into the VDP and displayed on a video monitor, to draw the detection zones on the video image from each video camera. No separate computer shall be required to program the detection zones.

- 3.5 Up to 3 detection zone patterns shall be saved for each camera within the VDP memory. The VDP's memory shall be non-volatile to prevent data loss during power outages.
- 3.6 The activation of the detection zone pattern for current use shall be done through a local menu selection. It shall be possible to activate a detection zone pattern from VDP memory and have that detection zone pattern displayed within 1 second of activation.
- 3.7 When a vehicle is detected within a detection zone, the corners of the detection zone shall activate on the video overlay display to confirm the detection of the vehicle.
- 3.8 Detection shall be at least 98% accurate in good weather conditions, with slight degradation possible under adverse weather conditions (e.g. rain, snow, or fog) which reduce visibility. Detection accuracy is dependent upon site geometry, camera placement, camera quality and detection zone location, and these accuracy levels do not include allowances for occlusion or poor video due to camera location or quality.
- 3.9 The VDP shall provide dynamic zone reconfiguration (DZR). DZR enables normal operation of existing detection zones when one zone is being added or modified during the setup process. The new zone configuration shall not go into effect until the configuration is saved by the operator.
- 3.10 Detection zone setup shall not require site specific information such as latitude and longitude to be entered into the system.
- 3.11 The VDP shall process the video input from each camera at 30 frames per second. Multiple camera processors shall process all video inputs simultaneously.
- 3.12 The VDP shall output a constant call during the background learning period of no more than 3 minutes.
- 3.13 3.13 Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
- 3.14 Up to six detection zones per camera view shall have the capability to count the number of vehicles detected. The count value shall be internally stored for later retrieval through the EIA232 port. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

#### **4. 4. VDP and EM Hardware**

- 4.1 The VDP and extension module (EM) shall be specifically designed to mount in a standard detector rack, using the edge connector to obtain power, provide contact closure outputs and accept logic inputs (e.g. delay/extend). No adapters shall be required to mount the VDP or EM in a standard detector rack. Detector rack rewiring shall not be required.

The EM shall be available to avoid the need of rewiring the detector rack, by enabling the user to plug an extension module into the appropriate slot in the detector rack. The extension module shall be connected to the VDP by an 8-wire cable with modular connectors, and shall output contact closures in accordance with user selectable channel assignments. The EM is available in 2, 4, or 32 channel configurations.

#### 4.2 Input Power

The VDP and EM shall be powered by 12 or 24 volts DC. VDP and EM modules shall automatically compensate for either 12 or 24 VDC operation. VDP power consumption shall not exceed 7.5 watts. The EM power consumption shall not exceed 3 watts.

#### 4.3 Input and Outputs

The VDP and EM shall include detector input and output pin out compatibility with industry standard detector racks. The 32-channel EM shall accommodate inputs through a 15-pin "D" connector and shall provide outputs through a 37-pin "D" connector on the front panel.

#### 4.4 Video Inputs

VDPs shall include one, two or four BNC video input connections suitable for composite video inputs. The video input shall include a switch selectable 75-ohm or high impedance termination to allow camera video to be routed to other devices, as well as input to the VDP for vehicle detection.

#### 4.5 Video Outputs

The front of the VDP shall include one BNC video output providing real time video output that can be routed to other devices.

#### 4.6 Operating Temperature

The VDP shall operate satisfactorily in a temperature range from -34 °C to +74 °C and a humidity range from 0%RH to 95%RH, non-condensing as set forth in NEMA specifications.

#### 4.7 Status Indicators

The front face of the VDP shall contain indications, such as LED displays, to enable the user to view real time detections for each channel of detection when the system is operational.

#### 4.8 Serial Communication Port

The VDP shall include an EIA232 port for serial communications with a remote computer. This port shall be a 9-pin "D" subminiature connector on the front of the VDP.

#### 4.9 On-board Memory

The VDP shall utilize non-volatile memory technology to enable the loading of modified or enhanced software through the EIA232 port and without modifying the VDP hardware.

#### 4.10 Video Surge Suppression

An Edco CX-06M video surge suppresser shall be provided for each video input. The surge suppresser shall be directly grounded to the cabinet ground rod using 14 AWG minimum.

## 5. Camera Sensor

To accommodate deployment flexibility, two variations of the camera sensor shall be available from the VDS supplier. The VDS supplier shall offer a standard camera sensor that is compatible with the VDP. The supplier shall also offer an advanced camera sensor with different functional attributes to further ease installation and maintenance.

- 5.1 The following are the unique attributes that apply to the advanced camera sensor only.
  - a. The advanced camera enclosure shall utilize Indium Tin Oxide (ITO) technology for the heating element of the front glass. The transparent coating shall not impact the visual acuity and shall be optically clear.
  - b. Cable terminations at the camera for video and power shall not require crimping or special tools. The video termination shall only require a coax stripper and a screw driver. No connectors (e.g. BNC) shall be required. The power termination shall only require a standard wire stripper and screw driver.
  - c. The camera sensor shall allow the user to set the focus and field of view either at the camera sensor or from the controller cabinet. Camera sensor control from the controller cabinet shall communicate over the coaxial cable. No additional wires shall be required.
- 5.2 The video cameras used for traffic detection shall be furnished by the VDS supplier and shall be qualified by the supplier to ensure proper system operation.
- 5.3 The camera shall produce a useable video image of the bodies of vehicles under all roadway lighting conditions, regardless of time of day. The minimum range of scene luminance over which the camera shall produce a useable video image shall be the minimum range from nighttime to daytime, but not less than the range 1.0 lux to 10,000 lux.
- 5.4 The camera shall be digital signal processor (DSP) based and shall use a sensing element and shall output color video with resolution of not less than 470 TV lines. The imager shall have a minimum effective area of 768(h) x 494(v) pixels.
- 5.5 The camera shall include an electronic shutter control based upon average scene luminance and shall be equipped with an auto-iris lens that operates in tandem with the electronic shutter.
- 5.6 The imager luminance signal-to-noise ratio (S/N) shall be more than 50 dB.
- 5.7 The camera shall utilize automatic white balance.
- 5.8 The camera shall include a variable focal length lens with variable focus that can be adjusted, without opening up the camera housing, to suit the site geometry by means of a portable interface device designed for that purpose and manufactured by the detection system supplier.
- 5.9 The horizontal field of view shall be adjustable from 5.4 to 50.7 degrees minimum. A single camera configuration shall be used for all approaches in order to minimize the setup time and spares required by the user.
- 5.10 The lens shall also have an auto-focus feature with a manual override to facilitate ease of setup.

- 5.11 The camera shall incorporate the use of preset positioning that store zoom and focus positioning information. The camera shall have the capability to recall the previously stored preset upon application of power.
- 5.12 The camera electronics shall employ automatic gain control (AGC) to produce a satisfactory image at night.
- 5.13 The camera shall be housed in a weather-tight sealed enclosure. The enclosure shall be made of 6061 anodized aluminum. The housing shall be field rotatable to allow proper alignment between the camera and the traveled road surface.
- 5.14 The enclosure shall be design so that the pan, tilt and rotation of the camera assembly can be accomplished independently without affecting the other settings.
- 5.15 The glass face on the front of the enclosure shall have an anti-reflective coating to minimize light and image reflections.
- 5.16 The camera enclosure shall be equipped with a sunshield. The sunshield shall include a provision for water diversion to prevent water from flowing in the camera's field of view. The camera enclosure with sunshield shall be less than 6" diameter, less than 18" long, and shall weigh less than 6 pounds when the camera and lens are mounted inside the enclosure.
- 5.17 The camera enclosure shall include a proportionally controlled heater to assure proper operation of the camera system at low temperatures and prevent moisture condensation on the optical faceplate of the enclosure.
- 5.18 When mounted outdoors in the enclosure, the camera shall operate satisfactorily in a temperature range from -34 °C to +60 °C and a humidity range from 0% RH to 100% RH.
- 5.19 The camera shall be powered by 120-240 VAC 50/60 Hz. Power consumption shall be 45 watts or less under all conditions.
- 5.20 Recommended camera placement height shall be 33 feet (or 10 meters) above the roadway, and over the traveled way on which vehicles are to be detected. For optimum detection the camera should be centered above the traveled roadway. The camera shall view approaching vehicles at a distance not to exceed 350 feet for reliable detection (height to distance ratio of 10:100). camera placement and field of view (FOV) shall be unobstructed and as noted in the installation documentation provided by the supplier.
- 5.21 The camera enclosure for the standard camera sensor shall be equipped with separate, weather-tight connections for power and video cables at the rear of the enclosure. These connections may also allow diagnostic testing and viewing of video at the camera while the camera is installed on a mast arm or pole using a lens adjustment module (LAM) supplied by the VDS supplier. Video and power shall not be connected within the same connector.
- 5.22 The video signal output by the camera shall in accordance with NTSC and PAL format standards and shall be able to transmit VDP-usable video signals up to 1000 feet.
- 5.23 The video signal shall be fully isolated from the camera enclosure and power cabling.

## **6. Installation**

- 6.1 The coaxial cable to be used between the camera and the VDP in the traffic cabinet shall be Belden 8281. This cable shall be suitable for installation in conduit or overhead with appropriate span wire. BNC plug connectors shall be used where applicable. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video detection system, and the manufacturer's instructions must be followed to ensure proper connection.

- 6.2 The power cabling shall be 16 AWG three-conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The cabling shall comply with the National Electric Code, as well as local electrical codes. Cameras may acquire power from the luminaire if necessary.
- 6.3 The video detection camera shall be installed by factory-certified installers as recommended by the supplier and documented in installation materials provided by the supplier. Proof of factory certification shall be provided.

## **7. Limited Warranty**

- 7.1 The supplier shall provide a limited three-year warranty on the video detection system.
- 7.2 During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.
- 7.3 During the warranty period, updates to VDP software shall be available from the supplier without charge.

## **8. Maintenance and Support**

- 8.1 The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the video detection system. These parts shall be available for delivery within 30 days of placement of an acceptable order at the supplier's then current pricing and terms of sale for said parts.
- 8.2 The supplier shall maintain an ongoing program of technical support for the video detection system. This technical support shall be available via telephone, or via personnel sent to the installation site upon placement of an acceptable order at the supplier's then current pricing and terms of sale for on site technical support services.
- 8.3 Installation or training support shall be provided by a factory-authorized representative and shall be a minimum IMSA-Level II Traffic Signal Technician certified.
- 8.4 All product documentation shall be written in the English language.

FOUNTAIN HILLS BOULEVARD AND PALISADES BOULEVARD  
TRAFFIC SIGNAL IMPROVEMENTS  
PLANS

# TOWN OF FOUNTAIN HILLS, ARIZONA

## FOUNTAIN HILLS BLVD AND PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS C2016-173



**MAYOR**  
LINDA KAVANAGH

**TOWN COUNCIL**

DENNIS BROWN  
NICK DePORTER  
CASSIE HANSEN  
HENRY LEGER  
ALAN MAGAZINE  
CECIL YATES

**TOWN MANAGER**

GRADY MILLER

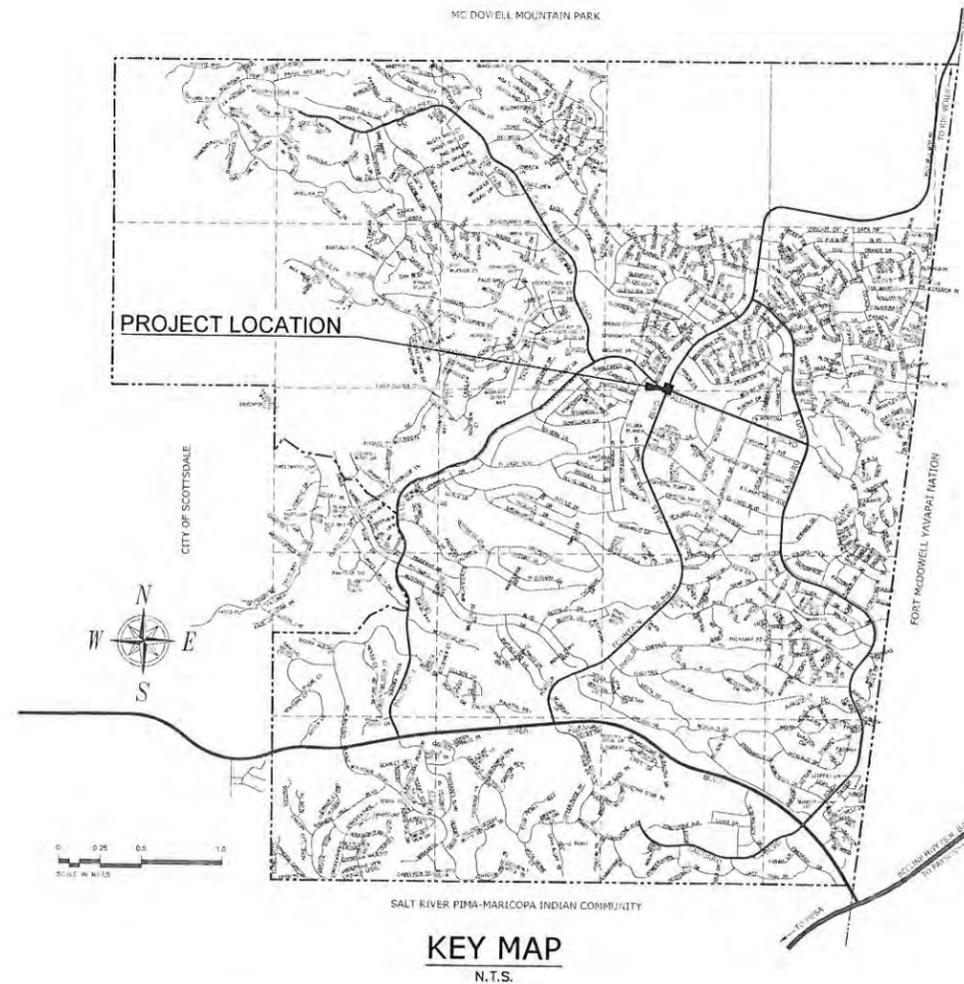
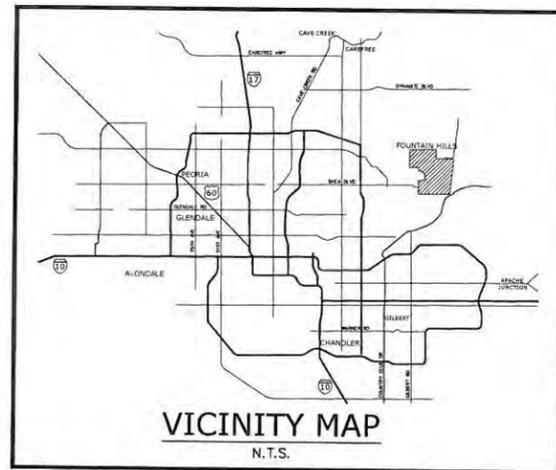
**DEVELOPMENT SERVICES DIRECTOR**

PAUL MOOD

**TOWN ENGINEER**

RANDY HARREL

UTILITY COMPANY	CONTACT PERSON	PHONE	DATE NOTIFIED	DATE RECEIVED
CENTURY LINK	DENNIS AUST	(480) 243-1752	NOVEMBER 19, 2015	NOVEMBER 30, 2015
CHAPARRAL CITY WATER COMPANY	MICHAEL VELMA	(602) 377-2295	NOVEMBER 19, 2015	DECEMBER 2, 2015
COX COMMUNICATIONS	ZACHARY O. KILLIN	(602) 694-1418	NOVEMBER 19, 2015	DECEMBER 1, 2015
FOUNTAIN HILLS SANITARY DIST.	JEFF WARRING	(480) 797-1091	NOVEMBER 19, 2015	DECEMBER 2, 2015
FOUR PEAKS	MIKE HARBO	(602) 828-2651	NOVEMBER 19, 2015	DECEMBER 3, 2015
SALT RIVER PROJECT	SRP BLUE STAKE	(602) 236-8026	NOVEMBER 19, 2015	DECEMBER 2, 2015
SOUTHWEST GAS	NORMA JARDIN	(480) 730-3857	NOVEMBER 19, 2015	DECEMBER 11, 2015
TOWN OF FOUNTAIN HILLS	JIM MICHALAK	(602) 721-5639	NOVEMBER 19, 2015	DECEMBER 2, 2015



**INDEX OF SHEETS**

SHEET NO.	SHEET NAME	DESCRIPTION
1	TS01	COVER
2	TS02	GENERAL NOTES AND LEGEND
3	TS03	TRAFFIC SIGNAL PLAN
4	TS04	CONDUCTOR SCHEDULE



**APPROVAL**

BY: *Randy L. Harrel*  
RANDY HARREL, TOWN ENGINEER  
TOWN OF FOUNTAIN HILLS, ARIZONA

*3-22-16*  
DATE

BY: *Paul Mood*  
PAUL MOOD, DEVELOPMENT SERVICES DIRECTOR  
TOWN OF FOUNTAIN HILLS, ARIZONA

*3/22/16*  
DATE



FOUNTAIN HILLS BLVD/PALISADES BLVD TRAFFIC SIGNAL PROJECT C2016-173

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NO.	DESCRIPTION	REV BY	CHK BY	DATE

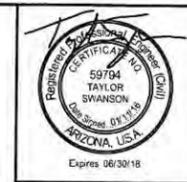
### TRAFFIC SIGNAL GENERAL NOTES:

- ALL MATERIALS AND INSTALLATION SHALL CONFORM TO THE ADOT STANDARD SPECIFICATIONS, 2008, AND THE ADOT "TRAFFIC SIGNALS AND LIGHTING" STANDARD DRAWING, LATEST EDITION, AND AS MODIFIED BY THE TOWN OF FOUNTAIN HILLS.
- THE LOCATION OF UTILITIES AND EXISTING CONDUITS AND SLEEVES SHOWN ON THE PLANS IS AS PROVIDED BY VARIOUS SOURCES. ALL INVOLVED UTILITIES MAY NOT BE SHOWN ON THE PLANS. PER SECTION 730-6 OF THE ADOT STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITIES FOR THEIR EXACT LOCATION PRIOR TO ANY CONSTRUCTION ACTIVITY. IN ADDITION, THE CONTRACTOR SHALL PERFORM NECESSARY POTHOLING TO DETERMINE LOCATION, SIZE AND OWNERSHIP OF UTILITIES.
- EXISTING ELECTRICAL SERVICE TO REMAIN. PROTECT IN PLACE.
- ALL PULLBOXES, AT PROJECT COMPLETION, SHALL BE LEFT IN CLEAN CONDITION, FREE OF DIRT AND DEBRIS. ALL PULLBOXES SHALL BE LEVEL AND ALL LIDS AND BOXES SHALL BE UNCRACKED/UNBROKEN WITH APPROPRIATE LID WORDING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AND INSPECTIONS, INCLUDING COORDINATION WITH TOWN, VERIFY FOR UTILITY CONNECTION, AND TOWN OF FOUNTAIN HILLS PUBLIC WORKS DEPT. TRAFFIC SIGNAL FOREMAN AT (602) 721-5639.
- ALL CONDUIT SHALL BE INSTALLED PER ADOT STD SPEC SECTION 732-3.01 OF THE STANDARD SPECIFICATIONS, AND TOWN OF FOUNTAIN HILLS REQUIREMENTS.
- ALL EXPOSED CONDUIT AND FITTINGS INSTALLED ABOVE GROUND SHALL BE RIGID METAL TAPE, PER THE ADOT STANDARD SPECIFICATIONS.
- TRAFFIC SIGNAL PRIMARY CONDUIT SHALL CONSIST OF TWO 3" SCHEDULE 80 CONDUITS, UNLESS OTHERWISE NOTED. TYPICALLY ONE 3" CONDUIT IS USED EXCLUSIVELY FOR DETECTION NON-ELECTRICAL USES (I.E. LOOP DETECTION CABLES, PRE-EMPTION CABLES, CCTV CABLES). ONE 3" CONDUIT IS USED FOR ELECTRICAL CIRCUITS.
- OTHER TRAFFIC SIGNAL CONDUIT SHALL INCLUDE 2", 2 1/2" OR 3" SCHEDULE 80 CONDUITS, AS NOTED. THESE CONDUITS SHALL BE USED TO CONNECT THE CONTROLLER TO THE TOWN OF FOUNTAIN HILLS NO. 7 PULLBOXES WITH EXTENSIONS TO SIGNAL POLES.
- ALL PULL BOXES SHALL BE ADOT-APPROVED BRANDS AND MODELS OF POLYMER CONCRETE BOXES, LIDS, EXTENSIONS AND LOCKS. TRAFFIC SIGNAL PULL BOX LIDS SHALL SAY "TRAFFIC SIGNAL" UNLESS OTHERWISE NOTED ON THE PLANS.
- AN IMSA-CERTIFIED TRAFFIC SIGNAL LEVEL II TECHNICIAN SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION OF THE TRAFFIC SIGNAL INSTALLATIONS.
- THE CONTROL CABINET SHALL BE WIRED AND LABELED WITH THE SAME PHASE NUMBER DESIGNATIONS AS SHOWN IN THE PHASE MOVEMENT DIAGRAM OR AS NOTED ON THE PLANS AND SPECIFICATIONS. ALL WIRES SHALL BE BROUGHT TO THE CONTROL CABINET LABELED. TOWN STAFF WILL TERMINATE THE WIRING.
- CONTRACTOR SHALL FURNISH AND INSTALL 5-CONDUCTOR IMSA CABLES FROM EACH SIGNAL FACE AND PEDESTRIAN PUSH BUTTON ON INDIVIDUAL POLES, TO THE TERMINAL BLOCK, WHERE THEY WILL BE TERMINATED TO THE 20-CONDUCTOR IMSA CABLE THAT FEEDS THE POLE FROM THE CONTROLLER CABINET. PANELS AT ENDS OF MAST ARMS, AS WELL AS "FAR LEFT" SIDE POLES FOR AN APPROACH THAT DOES NOT INITIALLY HAVE LEFT TURN ARROW DISPLAYS SHALL HAVE SEPARATE 5-CONDUCTOR CABLES RUN THROUGH THE POLE AND/OR MAST ARM AND TERMINATE IN THE TERMINAL BLOCK FOR FUTURE USE. THE IMSA CABLES SHALL BE TAGGED AS SPECIFIED IN THE PLANS AND SPECIFICATIONS.
- PRIOR TO SCHEDULING ACTIVATION OF THE TRAFFIC SIGNAL, THE CONTRACTOR SHALL CONDUCT A FIELD RING-OUT TEST IN THE PRESENCE OF THE TRAFFIC SIGNAL INSPECTOR, TO VERIFY THAT ALL VEHICLE AND PEDESTRIAN INDICATIONS ILLUMINATE WITH THE APPROPRIATE CIRCUIT BY TOUCHING VOLTAGE TO FIELD CABLE CONDUCTORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING AND VERIFYING THE INTEGRITY AND CORRECT CONNECTION AND AIMING OF ALL DETECTION DEVICES, INCLUDING ALL VIDEO DETECTION, PREEMPTION DEVICES, AND PEDESTRIAN DETECTORS. IN ADDITION, THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL, WHICH INCLUDES ONE OR MORE OFF-DUTY POLICE OFFICERS, PRIOR TO SCHEDULING RING-OUT.
- THE CONTRACTOR SHALL GPS ALL TRAFFIC SIGNAL CABINETS, AND EXISTING PULLBOXES LOCATIONS.
- THE IMSA WIRING FROM THE CONTROL CABINET AND EACH POLE TERMINAL COMPARTMENT SHALL RUN UNSPLICED AND SHALL HAVE THE JACKET REMOVED INSIDE THE POLE BASE. ALL CONDUCTORS SHALL LAND ON A TERMINAL BLOCK.
- THE CONTRACTOR SHALL NOTIFY THE TOWN OF FOUNTAIN HILLS A MINIMUM OF TWO DAYS PRIOR TO DISCONNECT OF EXISTING LOOP DETECTION. ABANDONED EXISTING LOOPS IN PLACE.

- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING SIGNAL OPERATION AT ALL TIMES, UNTIL SWITCHOVER. DURING TESTING AND SWITCHOVER FROM EXISTING TO NEW SIGNAL, THE CONTRACTOR SHALL MAINTAIN INTERSECTION OPERATION USING UNIFORMED OFF-DUTY POLICE OFFICER(S) PER TOWN CODE, CHAPTER (16) 16-1-7 (F).
- WEEK NIGHT TRAFFIC SIGNAL CHANGE OVER WITH SIGNAL DARK IS AUTHORIZED FROM 10PM-5AM, SUN-THURS, WITH UNIFORMED POLICE OFFICER.
- THE CONTRACTOR SHALL UNCOVER ALL EXISTING CONDUIT BEING TIED INTO, TO VERIFY THEIR LOCATION. THE CONTRACTOR SHALL LOCATE OR HAVE LOCATED ALL EXISTING UNDERGROUND PIPELINES, TELEPHONE AND ELECTRIC CONDUITS, AND STRUCTURES IN ADVANCE OF CONSTRUCTION AND WILL OBSERVE ALL POSSIBLE PRECAUTIONS TO AVOID DAMAGE TO THEM. CALL BLUE STAKE AT 1-800-STAKE-IT.
- THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS TO CONSTRUCT THE IMPROVEMENTS.
- THE CONTRACTOR SHALL COMPLY WITH CHAPTER (16) OF THE TOWN CODE, AND WITH THE PROVISIONS FOR TRAFFIC CONTROL AND BARRICADING AS PER THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL, LATEST PRINTING.
- A TRAFFIC CONTROL PLAN SHALL BE PROVIDED TO THE TOWN 72 HOURS IN ADVANCE FOR REVIEW AND APPROVAL (EPERMITS@FH.AZ.GOV) PRIOR TO PROJECT CONSTRUCTION.
- THE CONTRACTOR SHALL SALVAGE EXISTING CONDUCTORS AND DELIVER THEM TO THE TOWN OF FOUNTAIN HILLS.

### LEGEND:

- NEW CONDUIT RUN IDENTIFIER 
- EXISTING CONDUIT RUN IDENTIFIER 
- CONSTRUCTION NOTE 
- EXISTING CONTROL CABINET 
- EXISTING METER PEDESTAL 
- NEW NO. 5 PULL BOX 
- NEW NO. 7 PULL BOX 
- NEW NO. 7E PULL BOX 
- NEW CONDUIT RUN 
- EXISTING CONDUIT RUN 
- EXISTING SIGNAL POLE WITH SIGNAL MAST ARM, SIGNAL HEAD, AND LUMINAIRE MAST ARM 
- EXISTING SIGNAL HEAD 
- EXISTING LUMINAIRE 
- EXISTING PEDESTRIAN HEAD 
- EXISTING PEDESTRIAN PUSH BUTTON (INDICATES DIRECTION OF PED PUSH BUTTON) 
- EXISTING ILLUMINATED STREET NAME SIGN 
- NEW VIDEO DETECTION CAMERA 
- VIDEO DETECTION ZONE 
- EXISTING EMERGENCY VEHICLE DETECTOR 



STATE	PROJ. NO.	SHT	TOTAL
ARIZ.	C2016-173	2	4

**Kimley-Horn**  
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 PHOENIX, AZ 85020  
 Phone: 602-944-5500  
 Fax: 602-944-7423  
 www.kimley-horn.com

### ABBREVIATIONS:

ADOT	ARIZONA DEPARTMENT OF TRANSPORTATION
EX	EXISTING
QTY	QUANTITY
R/W	RIGHT OF WAY
TOFH	TOWN OF FOUNTAIN HILLS
VDZ	VIDEO DETECTION ZONE

### QUANTITIES:

ITEM DESCRIPTION	QTY	UNIT
REMOVE AND SALVAGE ELECTRICAL CONDUCTORS	1	LUMP SUM
REMOVE AND SALVAGE PULL BOXES	5	EACH
NO. 7 PULL BOX	4	EACH
NO. 7 PULL BOX W. EXTENSION	1	EACH
SCH. 80 PVC ELECTRICAL CONDUIT, 2 1/2" W/ 1/4" NYLON PULL ROPE AND W/ #8 BARE COPPER WIRE (TRENCH)	30	LF
SCH. 80 PVC ELECTRICAL CONDUIT 3" W/ 1/4" NYLON PULL ROPE AND W/ #8 BARE COPPER WIRE (TRENCH)	70	LF
SCH. 80 PVC ELECTRICAL CONDUIT 2-3" W/ 1/4" NYLON PULL ROPE AND W/ #8 BARE COPPER WIRE (HORIZONTAL BORE)	1,040	LF
ELECTRICAL CONDUCTORS	1	LUMP SUM
VIDEO DETECTION SYSTEM (4-CAMERA SYSTEM)	1	LUMP SUM

### SAFETY NOTICE TO CONTRACTOR

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE A REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN OR NEAR THE CONSTRUCTION SITE.

### ENGINEERS NOTICE TO CONTRACTOR

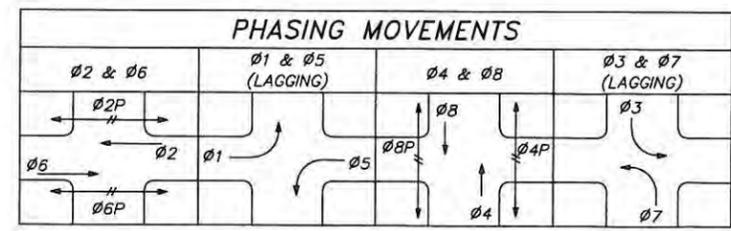
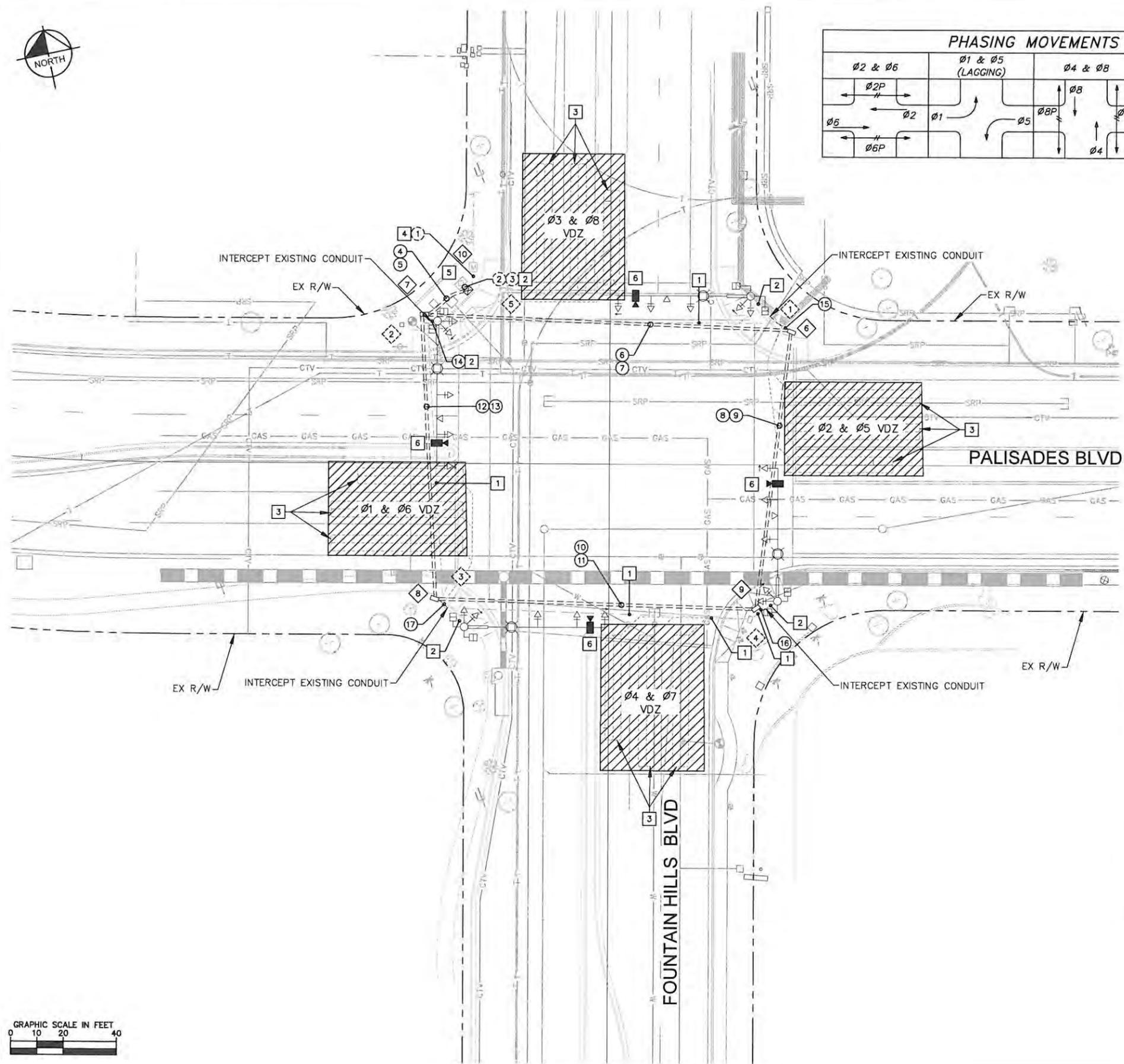
THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN, AND ALL OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR LOCATION IN THE FIELD PRIOR TO THE INITIATION OF THE ACTUAL PORTION OF THEIR WORK ATTRIBUTED TO THEIR LOCATION. THE QUANTITIES SHOWN ON THESE PLANS ARE FOR INFORMATION PURPOSES ONLY AND NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.



GENERAL NOTES AND LEGEND			
TOWN OF FOUNTAIN HILLS, ARIZONA			
FOUNTAIN HILLS BLVD & PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS			
DR: DPB	DES: TJS	CK: JCK/KAC	DWG SERIES No.
DATE: 1/16	DATE: 1/16	DATE: 1/16	
SCALE: 1"=20'			TS02

K:\PHX\_Systems\191534009-Fountain Hills Blvd and Palisades Blvd\Card\03-Sheets\534008T.S01.dwg 1/11/2016 3:20 PM BENNEWITZ, DANA

NO.	DESCRIPTION	REV BY	CHK BY	DATE



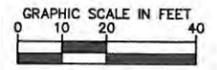
STATE	PROJ. NO.	SHT	TOTAL
ARIZ.	C2016-173	3	4

7740 N. 16TH STREET  
SUITE 300  
PHOENIX, AZ 85020  
Phone: 602-944-5500  
Fax: 602-944-7423  
www.kimley-horn.com

- CONSTRUCTION NOTES**
- 1 REMOVE AND SALVAGE EXISTING CONDUCTORS. ABANDON CONDUIT IN PLACE.
  - 2 REMOVE AND SALVAGE EXISTING CONDUCTORS. PROTECT AND REUSE EXISTING CONDUIT.
  - 3 ABANDON EXISTING LOOP DETECTOR IN PLACE.
  - 4 PROTECT EXISTING CONDUIT IN PLACE.
  - 5 PROTECT IN PLACE EXISTING CONTROL CABINET, METER PEDESTAL, SIGNAL POLES, MAST ARMS, AND EQUIPMENT UNLESS OTHERWISE NOTED.
  - 6 INSTALL ITERIS VIDEO DETECTION SYSTEM ON SIGNAL MAST ARM PER TOWN OF FOUNTAIN HILLS REQUIREMENTS.

NO.	TYPE	PALISADES BLVD SEE NOTES 1 & 2	FOUNTAIN HILLS BLVD SEE NOTES 1 & 2	REMARKS
1	EXISTING NO 3 1/2	EXISTING	EXISTING	REMOVE
2	EXISTING NO 7	EXISTING	EXISTING	REMOVE
3	EXISTING NO 5	EXISTING	EXISTING	REMOVE
4	EXISTING NO 3 1/2	EXISTING	EXISTING	REMOVE
5	EXISTING NO 7	EXISTING	EXISTING	REMOVE
6	NO 7	50' NORTH	69' EAST	PER ADOT TS 1-1
7	NO 7	56' NORTH	69' WEST	PER ADOT TS 1-1
8	NO 7	51' SOUTH	66' WEST	PER ADOT TS 1-1
9	NO 7	55' SOUTH	56' EAST	PER ADOT TS 1-1
10	NO 7 W/ EXT	66' NORTH	54' EAST	INSTALL NEW PULL BOX AT EXISTING NO 7 LOCATION PER ADOT TS 1-1

- NOTES:**
1. LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS SHALL BE VERIFIED AND APPROVED IN THE FIELD BY TOWN OF FOUNTAIN HILLS INSPECTOR PRIOR TO CONSTRUCTION.
  2. MEASUREMENTS ARE TO CENTER OF PULL BOXES.



<b>TRAFFIC SIGNAL PLAN</b>			
TOWN OF FOUNTAIN HILLS, ARIZONA			
FOUNTAIN HILLS BLVD & PALISADES BLVD TRAFFIC SIGNAL IMPROVEMENTS			
DR: DPB	DES: TJS	CK: JCK/KAC	DWG SERIES No.
DATE: 1/16	DATE: 1/16	DATE: 1/16	
SCALE: 1"=20'			TS03



EXHIBIT C  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
RED HAWK SOLUTIONS, LLC

[Proposal]

See following pages.

# Traffic Signal Upgrade Proposal for Fountain Hills & Palisades



prepared for:  
The Town of Fountain Hills  
February 8, 2016



(480) 235-6800  
michael@redhawksolutionsaz.com  
ROC 295206

**REDHAWK**  
SOLUTIONS

# **JOB ORDER PROPOSAL**

**for  
Fountain Hills & Palisades**



prepared for:  
**The Town of Fountain Hills**  
February 8, 2016



(480) 235-6800  
michael@redhawksolutionsaz.com  
ROC 295206

**REDHAWK**  
SOLUTIONS

# Job Order Cost Proposal

CONTRACTOR NAME: **Redhawk Solutions LLC**

Contract Type	Peoira JOC - FY (14) Traffic Signal Program	City Project No.:	C2016-173
Job Order No.	To Be Assigned	Contractor's Job No.:	2016-FTH-0204
Fee Type:	Guaranteed Maximum Price	Prepared by:	Michael Wendtland
Job Title:	Fountain Hills Blvd. & Palisades Blvd Traffic Signal Improvements	Date:	2/8/2016
Location:	Fountain Hills Blvd. & Palisades Blvd.	Revision:	1

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

Furnish & Install 2 -3" Conduits across each intersection approach, Furnish & Install #7 Pullboxes, Rewire Intersection, Furnish & Install Video Detection, Asphalt, Concrete and Landscape Restoration, Provide Traffic Control, Provide Off-Duty Officers during intersection shut down

**SECTION A: LABOR (inclusive of burden)**

Position	Unit	Quantity
Construction Principal	Hours	8.0
JOC Program Coordinator	Hours	
Project Manager 1 (Senior Experience Level)	Hours	
Project Manager 2 (Junior Experience Level)	Hours	
Superintendent 1 (Senior Experience Level)	Hours	160.0
Superintendent 2 (Fiber Optic Experience)	Hours	
Project Engineer	Hours	
Project Coordinator	Hours	
Operator	Hours	160.0
Laborer	Hours	160.0

Labor Cost		Position
Each	Total	Total
\$ 79.75	\$ 638.00	\$ 638.00
\$ 79.75	\$ -	\$ -
\$ 58.00	\$ -	\$ -
\$ 65.00	\$ -	\$ -
\$ 44.95	\$ 7,192.00	\$ 7,192.00
\$ 58.00	\$ -	\$ -
\$ 50.75	\$ -	\$ -
\$ 36.25	\$ -	\$ -
\$ 42.50	\$ 6,800.00	\$ 6,800.00
\$ 29.00	\$ 4,640.00	\$ 4,640.00
<b>Total Labor Cost</b>		<b>\$ 19,270.00</b>

**SECTION B: EQUIPMENT (supporting information attached)**

Item	Unit	Quantity
Pickup Truck	Hours	
Service Truck	Hours	80.0
Splicing Van	Hours	
F800 Transport	Hours	
Bucket Truck	Hours	16.0
Digger Derrick	Hours	
Backhoe	Hours	
Skid Steer	Hours	
Mini Excavator	Hours	32.0
Dump Trailer	Hours	4.0
Water Trailer	Hours	4.0
Transport Trailer	Hours	4.0
Pole Trailer	Hours	
Jack Hammer	Hours	
Jumping Jack	Hours	
OTDR	Hours	
Fusion Splicer	Hours	
Arrow Board	Hours	80.0

Equipment		Item
Each	Total	Total
\$ 19.80	\$ -	\$ -
\$ 25.60	\$ 2,048.00	\$ 2,048.00
\$ 25.60	\$ -	\$ -
\$ 47.80	\$ -	\$ -
\$ 43.85	\$ 701.60	\$ 701.60
\$ 47.80	\$ -	\$ -
\$ 48.99	\$ -	\$ -
\$ 36.95	\$ -	\$ -
\$ 38.00	\$ 1,216.00	\$ 1,216.00
\$ 16.00	\$ 64.00	\$ 64.00
\$ 16.00	\$ 64.00	\$ 64.00
\$ 16.00	\$ 64.00	\$ 64.00
\$ 16.00	\$ -	\$ -
\$ 6.50	\$ -	\$ -
\$ 9.00	\$ -	\$ -
\$ 12.00	\$ -	\$ -
\$ 15.00	\$ -	\$ -
\$ 2.50	\$ 200.00	\$ 200.00
<b>Total Equipment Cost</b>		<b>\$ 4,357.60</b>

**SECTION C: MATERIALS**

Item	Unit	Quantity
Iteris Video Detection System for 4 Approaches	EA	1.0
Wire and Conduit (Brown Wholesale)	Lump	1.0
Landscape Rock	Ton	4.0
Concrete Minimim Load	Yard	5.0
Minimum Asphalt Patch for Potholes	Lump	1.0

Material		Item
Each	Total	Total
\$ 17,250.00	\$ 17,250.00	\$ 17,250.00
\$ 7,900.00	\$ 7,900.00	\$ 7,900.00
\$ 50.00	\$ 200.00	\$ 200.00
\$ 100.00	\$ 500.00	\$ 500.00
\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	\$ -	\$ -
	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
<b>Total Material Cost</b>		<b>\$ 28,850.00</b>

**SECTION D: SUBCONTRACTORS (Including Consultants)**

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
Bee Line Directional Drillin	Directional Boring (Rocky Conditions - Excluding Solid Rock)	\$ 27,500.00
Trafficade	Workzone Traffic Control	\$ 5,000.00
Fountain Hills Police	Off-Duty Officers	\$ 2,600.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Total Subcontractor Cost</b>		<b>\$35,100.00</b>

**SECTION E: ALLOWANCES & CONTINGENCIES**

Company	Description of Allowances & Contingencies	Item Total
JOC Contractor Name	Allowance A Description	\$ -
	Allowance B Description	\$ -
	Allowance C Description	\$ -
		\$ -
		\$ -
JOC Contractor Name	Contractor's Construction Contingency	\$ -
		\$ -
Town of Fountain Hills	Owner's Construction Contingency	\$ -
		\$ -
		\$ -
<b>Total Allowances &amp; Contingencies Cost</b>		<b>\$0.00</b>

<u>Rates from Matrix</u>	
OVERHEAD:	6.80%
PROFIT:	10%

Subtotal General Contractor Costs (A+B+C):	\$52,477.60
JOC's Overhead (%) & Profit (%)	\$8,816.24
<b>Total General Contractor Costs</b>	<b>\$61,293.84</b>

Subtotal Subcontractor Costs (D)	\$35,100.00
JOC's Profit (%)	\$3,510.00
<b>Total Subcontractor Costs</b>	<b>\$38,610.00</b>

Subtotal Allowances/Contingencies (E)	\$0.00
JOC's Overhead (%) & Profit (%)	\$0.00
<b>Total Subcontractor Costs</b>	<b>\$0.00</b>

Subtotal Construction	\$99,903.84
Insurance 2.16%	\$2,157.92
Bond 0.71%	\$709.32
Sales Tax (65% of 8.1%) 5.265%	\$5,410.90

<b>TOTAL JOB ORDER COST:</b>	<b>\$108,181.97</b>
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Submitted by:

Michael Wendtland, Estimator  
Name, Title

2/8/2016  
Date

Rev: 9/12/2013 CF

# ITERIS VIDEO DETECTION MATERIALS QUOTE



prepared for:  
The Town of Fountain Hills  
February 8, 2016



(480) 235-6800  
michael@redhawksolutionsaz.com  
ROC 295206

**REDHAWK**  
SOLUTIONS



Iteris, Inc.  
 1700 Carnegie Avenue  
 Suite 100  
 Santa Ana, CA 92705-5551

Daniel Nall  
 (602) 828-3349  
 djn@iteris.com

## EQUIPMENT QUOTATION

Quote #00002794

February 2, 2016

<b>Michael Wendtland</b> AZ (480) 235-6800 michael@redhawksolutionsaz.com	<b>Agency:</b> Town of Fountain Hills <b>Project Name:</b> Iteris 4 Cam System, Fountain Hills, C2016-173 <b>Contractor:</b> Redhawk Solutions <b>Reference:</b> Fountain Hills Blvd & Palisades Blvd, Fountain Hills	<b>Delivery Term:</b> FOB Shipping Point <b>Payment Terms:</b> NET 30 Days
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Fax or email Purchase Orders to: Roadway Sales Support, 949-270-9615 or RS-Sales-Support@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

Product Name	Product Description	Qty	Unit Price	Ext. Price
SURGEPAN	Power & Video Surge Protection Panel w/ mounting for up to 4 Suppressors (Din Rail Configuration)	1		
CAMBRKT4	Iteris Universal Mount Camera Bracket (Standard Mount)	4		
EDGE2-2PAK	Edge 2 Intersection Package (Includes 2x EDGE2-2, 1 Mouse, 1 EDGE2MANUAL, 4 Right Angle BNC, 4 SURGEVAN, 6 FCABLE) Total of 4 video inputs using 2x Edge2-2 dual video input processor.	1		
EDGE2-TS2-IM-PAK	Integrated BIU and Edge communication module for TS2 applications (Includes: TS2-IM module, RJ45 CABLES, interface cables, and Users Manual) Fits in the BIU slot of NEMA TS-2 detector racks.	1		
ISOCBL	Iteris Approved Siamese Cable, per foot	1000		
MON-10LCD	10in. Color LCD Monitor, 2 composite video inputs and 1 low res VGA input) (NTSC/PAL)	1		
RZ4A-WDR-PAK	Iteris Vantage Color Camera Assembly - Model CAM-RZ4A - WDR Imager, 115VAC, NTSC w/ EDCO RMCX1.05 - Video Coax Suppression (Connectorless Termination)	4		
				<b>\$17,250.00</b>

*Important Notes:*

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at <http://www.iteris.com/RS-Std-TC.pdf>, which are incorporated herein by this reference.

<b>SUBTOTAL</b>	\$17,250.00
<b>FREIGHT</b>	
<b>TAX</b>	\$0.00



Iteris, Inc.  
1700 Carnegie Avenue  
Suite 100  
Santa Ana, CA 92705-5551

Daniel Nall  
(602) 828-3349  
djn@iteris.com

## EQUIPMENT QUOTATION

Quote #00002794

February 2, 2016

Authorized Signature:

A handwritten signature in black ink, appearing to read "Dan Nall", is written over a light blue rectangular background. Below the signature is a solid black horizontal line.

<b>TOTAL</b>	\$17,250.00
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**Iteris Roadway Sensor Products**  
**Standard Terms and Conditions of Sale**



**1. Sole Agreement.** These Standard Terms and Conditions of Sale for the sale and purchase of goods and services between Iteris, Inc. ("Iteris") and the purchaser or buyer ("Purchaser") indicated on the face of the price quotation, proposal, contract, sales order or offer from Iteris constitute the entire agreement between Iteris and Purchaser (the "Agreement") and supersede any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement. Iteris shall not be bound by any terms or conditions not set forth in this Agreement, including but not limited to, any purchase order or purchase contract ("Order") from Purchaser that is in any way inconsistent with or in addition to this Agreement. This Agreement may not be expanded or modified except by an instrument in writing executed by an authorized representative of Iteris. Iteris' acceptance of Purchaser's Order shall not be deemed an acceptance of any modification to any term or condition contained herein, but rather an acceptance of Purchaser's agreement to purchase goods and services upon the terms set forth in this Agreement. All Orders, whether or not based on specific quotations, are subject to Iteris' acceptance by an authorized Iteris representative.

**2. Shipment.** All prices are in United States Dollars (USD or \$) and quoted FCA (Free Carrier at named point, Incoterms® 2010), or in jurisdictions that have not adopted Incoterms®, FOB at the shipping point of Iteris, Inc. Title to goods sold hereunder (individually, a "Product" and collectively, "Products") shall pass to the Purchaser upon delivery of Products to the carrier. Iteris, however, retains a security interest and a vendor's lien against the Products until payment in full is received. Purchaser agrees to perfect and maintain such security interest for Iteris. In the absence of specific written instructions that Iteris has accepted, Iteris will ship Products by what it deems to be the most appropriate method for shipment. Although Iteris may transact for carriage, all freight charges and insurance premiums will be for the account of Purchaser. Upon delivery to the carrier, Purchaser assumes all risk of loss. Any such loss shall not relieve Purchaser of its obligation to pay Iteris in full for Products, freight and insurance. Purchaser shall have the right to negotiate with the carrier and/or insurer to recoup its loss.

**3. Delivery.** Standard shipments to Purchaser will be approximately 30-45 days after receipt of an Order. In the event that Purchaser requests a guaranteed ship date, Iteris reserves the right, after notice to Purchaser, to include in the final purchase price any expenses which increase the cost of production or delivery, including but not limited to, expediting and overtime expenses, parts procurement premiums, etc. Iteris reserves the right to ship complete orders in advance of the ship dates specified and, with prior approval from Purchaser, partial orders. Iteris shall not be liable for either delays in delivery or the failure to manufacture if such delay or failure is due to causes beyond Iteris' reasonable control, including but not limited to, acts of God, acts or omissions of either Purchaser or third parties, intervention of any government authority, strikes, lockouts or other labor disturbances, floods, fires, earthquakes, epidemics, quarantines, riots, wars, delays in transportation, or where Iteris is unable to obtain necessary labor, materials or manufacturing facilities. In the event of such delay or failure, the delivery date shall be extended for a period equal to the time lost by reason of the delay or failure.

**4. Payment Terms.** Unless an authorized Iteris representative agrees upon different credit terms in writing at the time of acceptance of Purchaser's order, the standard terms of payment shall be cash or wire transfer of funds in advance of shipment or, for international shipments, Irrevocable Sight Letter of Credit collectable within thirty (30) days after shipment. Iteris' obligation to deliver Products is subject to Purchaser's compliance with the foregoing payment terms, or in the event credit is granted by Iteris, any such credit terms provided. Iteris may at any time, in its reasonable business judgment, if the financial condition of Purchaser warrants, either alter the credit terms or suspend credit and delay delivery until such time as the revised credit terms are met. Iteris shall have the right to cancel any unfilled order, or delay its shipment, for failure of Purchaser to meet its payment schedule or obligations. In the event any payment is not made when due, Iteris shall have the right to accelerate the due date of the entire unpaid balance and to increase the unpaid balance of the sales price at the rate of one percent (1%) per month, or the maximum

allowed by law, on the unpaid balance until the account is paid in full, in addition to any reasonable attorneys' fees or other collection expenses.

**5. Taxes.** All prices are exclusive of any and all taxes, duties, tariffs, fees, or assessments, including but not limited to sales, use, excise, VAT, or similar taxes and export or import duties or fees applied to the sale or to the Products sold, by any United States or foreign federal, state, provincial, or local governmental body. Any such taxes that must be paid by Iteris shall be separately itemized on Iteris' invoice and paid by Purchaser, or in lieu thereof, Purchaser shall furnish Iteris a properly executed tax exemption certificate prior to shipment.

**6. Limited Warranty.**

**Iteris Hardware Products:** Unless otherwise specified in writing by an authorized Iteris representative, hardware Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted, at the time of shipment to Purchaser, to conform to Iteris' published specifications and to be free from defects in material and workmanship. The occurrence of any of the following terminates Iteris' Limited Warranty: (i) a Product fails as the result, in whole or in part, of modification or repair of the Product not conducted in conformity with Iteris' approved procedures; (ii) a Product fails as the result, in whole or in part, of improper or insufficient maintenance; (iii) a Product is damaged due to, in whole or in part, electrical power surge, lightning strike, accident, negligence, improper storage, incorrect installation, incorrect operation, unusual deterioration due to physical environments in excess of limits set forth in Product manuals, or any other type of abuse or misuse; or (iv) the removal of serial numbers, or the removal, mutilation or defacement of any part of a Product. As a condition to making any claim under this Limited Warranty, Purchaser must request a Return Material Authorization ("RMA") before the Limited Warranty terminates or expires. Provided that the Limited Warranty has not terminated or expired, Iteris shall issue the RMA and Purchaser shall have the right to return the non-conforming Product, transportation prepaid, to Iteris for repair or, solely at Iteris' option, replacement with new or reconditioned materials. Except for repair or replacement, Iteris shall be under no other liability to Purchaser. ***This is a Limited Warranty only and, unless otherwise specified in writing by Iteris, shall expire thirty-six (36) months after the date of shipment of each unit of Product to Purchaser.*** Repaired or replaced Products have a Limited Warranty for the greater of ninety (90) days from the time of shipment or the remainder of the original warranty period.

**Iteris Software Products:** Unless otherwise specified in writing by an authorized Iteris representative, software Products marked as manufactured by or for Iteris or marked with an Iteris brand or trademark are warranted to the licensed End User in accordance with the software license and warranty packaged with the software.

**Non-Iteris Products.** Hardware or software Products marked as manufactured or produced by others or marked with a brand or trademark of a party other than Iteris are warranted, if at all, by the manufacturer or producer to the End User in accordance with the warranty documentation provided by the manufacturer or producer.

NO OTHER WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE. NO REPRESENTATION OR WARRANTY BY PURCHASER SHALL EXTEND THE LIABILITY OR RESPONSIBILITY OF ITERIS BEYOND THE TERMS OF THIS PROVISION. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ITERIS HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF THE PRODUCTS, OR AN INABILITY TO USE PRODUCTS EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE, EQUIPMENT OR MATERIALS, OR FROM ANY OTHER CAUSE.

**Iteris Roadway Sensor Products**  
**Standard Terms and Conditions of Sale**



**7. Return Material Authorizations.** Upon request by Purchaser for an RMA whether for repair, replacement, or credit, Iteris agrees that it will either issue such RMA or provide Purchaser with a written explanation for its refusal to issue the RMA within thirty (30) days of the request by Purchaser. If Iteris provides a Field Replaceable Unit ("FRU") or replacement Product in advance of receipt of an authorized return and does not receive the returned unit within 30 days of shipment, Purchaser will be invoiced for the FRU or replacement. Purchaser shall pay all shipping costs for items returned to Iteris. For items repaired or replaced under a valid warranty claim, Iteris shall pay shipping costs for return of repaired or replaced item to Purchaser.

**8. Intellectual Property Indemnification.** Iteris shall indemnify and hold harmless Purchaser and its customers from loss, damage or liability for infringement of a United States (U.S.) patent or U.S. copyright ("intellectual property") arising out of the sale or use of Iteris Products delivered to Purchaser hereunder (the "Indemnity"); provided that Purchaser notifies Iteris in writing within ten (10) days of Purchaser's first notice of an infringement claim, threat or suit ("Infringement Claim") and fully cooperates with Iteris in the defense of such Infringement Claim and the avoidance of infringement by, including but not limited to, providing Iteris any requested authority, information, and assistance necessary. Iteris shall be entitled, at its election, to assume the defense of any Infringement Claim. The foregoing Indemnity shall not apply when normally non-infringing Iteris Products are rendered infringing by (i) Purchaser's or its customer's alteration of Iteris Products or the operation thereof, (ii) use of Iteris Products in combination with other equipment or software, or (iii) Iteris' modification of its products in compliance with the Purchaser's specifications or instructions. Iteris shall have the right to resolve any Infringement Claim in the manner it deems appropriate, including, but not limited to, (i) obtaining a license from the owner of the alleged infringed intellectual property, (ii) rescinding the purchase of the Iteris Product, or (iii) modifying or replacing the alleged infringing Product with non-infringing Product. The foregoing Indemnity shall not extend to claims based on infringement of intellectual property outside the United States of America. Iteris' sole obligation and liability to Purchaser and its customers with respect to indemnification of claims shall be as set forth in this paragraph and specifically excludes indemnification for consequential damages, incidental damages, punitive damages, and attorneys' fees.

**9. Product Liability, Mutual Indemnification.** In the event Purchaser receives a claim that a Product or any component thereof, delivered by Iteris to Purchaser, has caused personal injury or damage to property of others, Purchaser shall immediately, but in no circumstances in less than ten (10) days, notify Iteris in writing of all such claims. Iteris shall indemnify and hold harmless the Purchaser for any costs or damages to the extent caused by the defective Product or the negligence of Iteris, its agents, or its employees, and Iteris shall be entitled, at its election, to assume the defense of any claims related thereto. Purchaser shall indemnify, defend and hold harmless Iteris from and against all claims, demands, losses and liability arising out of damage to property or injury to persons caused by or in connection with the products, acts or omissions of Purchaser and its agents and employees, and from and against all claims, demands, losses and liability for costs or fees, including reasonable attorneys' fees in connection therewith.

**10. Arbitration.** It is the intent of the parties that any controversy will be elevated to the highest management levels within the respective organizations in an attempt to resolve the matter most efficiently. If the parties are unable, after good faith negotiations, which each hereby covenants to undertake, to resolve any dispute, claim or controversy arising between them, the parties hereby expressly agree that the exclusive means of resolving any such dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. If the Purchaser has an office located in the United States, arbitration shall be conducted under the Streamlined Arbitration Rules and Procedures of JAMS, a national alternative dispute resolution service ([www.jamsadr.com](http://www.jamsadr.com)) and shall be conducted in the English language, in

Los Angeles, CA USA, by one (1) arbitrator appointed in accordance with said rules. If the Purchaser does not have an office in the United States, arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce and be conducted in the English language, in New York, NY, USA, by one (1) arbitrator appointed in accordance with said Rules of Arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction nor shall it preclude Iteris from any pursuit allowed by the full extent of the law for collection of amounts owed by Purchaser under any credit arrangement. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

**11. Product Modifications.** Iteris reserves the right, at any time and without notice to Purchaser, to modify Products, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Products, and without incurring any liability, to change or modify any Product previously delivered, or to supply new Products in replacement thereof.

**12. Export Responsibility.** All sales hereunder shall at all times be subject to the export control laws and regulations of the U.S. government. Purchaser agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Iteris, other than as to the ultimate country of destination specified on Purchaser's order and/or declared as the country of ultimate destination on Iteris' invoices.

**13. General.**

- a) No modification of a quotation or a resulting order shall be binding unless in writing signed by an authorized representative of Iteris.
- b) No waiver by either party of any default shall be deemed a waiver of any subsequent default.
- c) Purchaser shall not assign its Order or any interest therein or any rights hereunder without the written consent of Iteris, and any such purported assignment shall be null and void and of no effect whatsoever.
- d) Purchaser agrees that it will not modify, reproduce, reverse engineer, reverse compile, disassemble, translate, de-compile, deconstruct or decrypt, the whole or any part of the Products, including any software embedded therein.
- e) All quotations and any resulting order shall be construed, interpreted and governed by the laws of the State of California, USA, but specifically excluding any International Convention regarding the International Sales of Goods. Should any court of competent jurisdiction determine any portion hereof illegal or against public policy, such determination shall not affect that portion herein that is not illegal or against public policy. In the event that the federal, state, provincial, city or local government or any bureau or agency thereof, should promulgate any law, rule or regulation affecting prices, deliveries or any other term of a contract resulting from a quotation, then, at the option of Iteris communicated to the Purchaser in writing within a reasonable time, the contract between Iteris and the Purchaser may be either terminated by Iteris and be of no force and effect and the parties shall be restored to the position they occupied before the contract was executed, or Iteris may make such changes in the price, delivery schedule and terms as Iteris in its reasonable business judgment may deem necessary to comply with such law, rule or regulation.

# **DIRECTIONAL DRILLING SUBCONTRACTOR QUOTE from Beeline Directional Drilling**



prepared for:  
**The Town of Fountain Hills**  
February 8, 2016



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**REDHAWK**  
SOLUTIONS

