

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
B & F CONTRACTING, INC.**

*November* THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ~~20<sup>th</sup>~~ <sup>22<sup>nd</sup></sup> day of ~~October~~, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and B&F Contracting, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On May 22, 2014, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Job Order Contract for Wet Utility Pipeline Projects ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was May 22, 2014, until the date the contract expires on May 31, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2017. The City Manager or designee, however, may renew the term of this Agreement for two (2) one year periods until

the Cooperative Purchasing Agreement expires on May 31, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. **Scope of Work; Terms, Conditions, and Specifications.**
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. **Compensation.**
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred eighty-two thousand, eight hundred and forty-four dollars and sixty-three cents (\$382,844.63) for the entire term of the Agreement (initial term plus any renewals).
4. **Cancellation.** This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. **Insurance Certificate.** A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. **E-verify.** Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
9. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Ms. Kelly Hargadin  
5850 W. Glendale Avenue, Ste. 315  
Glendale, Arizona 85301  
623-930-3641

and

B&F Contracting, Inc.  
c/o Mr. Bruce W. Balls  
11011 North 23<sup>rd</sup> Avenue  
Phoenix, AZ 85029  
623-582-1170

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

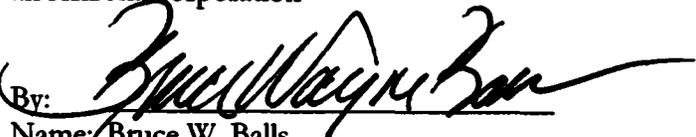
By:

  
\_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

B&F Contracting, Inc.,  
an Arizona corporation

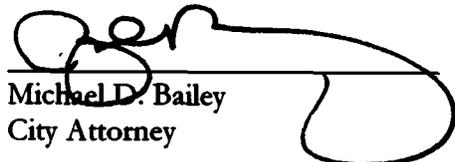
By:

  
\_\_\_\_\_  
Name: Bruce W. Balls  
Title: General Manager

ATTEST:

  
\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
B & F CONTRACTING, INC.**

**EXHIBIT A**

Job Order Contract for Wet Utility Pipeline Projects - ACON23314  
Acceptance of Offer and Contract Award May 31, 2014  
Contract Amendment One (1) to extend term to May 31, 2016  
Contract Amendment Two (2) to extend term to May 31, 2017



# CONTRACT AMENDMENT

Solicitation No. P14-0062A Page 1 of 1

Description: JOC for Wet Utility Pipeline Projects

Amendment No. Two (2) Date: 4/18/16

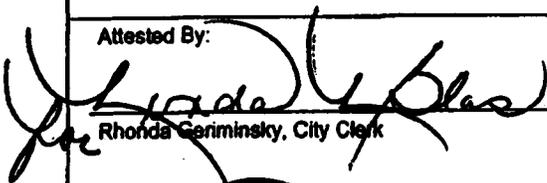
Materials Management  
Procurement  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118  
Buyer: Lisa Houg, CPPB

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 5/31/16. The contract is being extended and the new contract term is: 6/1/16 to 5/31/17.

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

	4-18-2016	Thomas F. Foley, President	B & F Contracting, Inc.	
Signature	Date	Typed Name and Title	Company Name	
11011 N. 23 <sup>rd</sup> Avenue		Phoenix	AZ	85029
Address		City	State	Zip Code

Attested By:

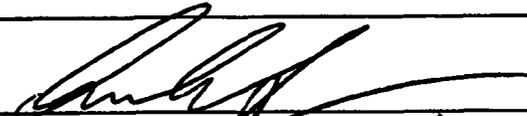
  
Rhonda Geriminsky, City Clerk



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

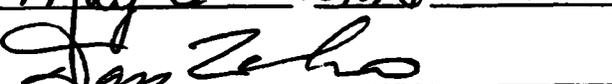
ACON23314B  
Contract Number

  
Director: Andrew Granger, Engineering Director

  
Department Rep: Joe Kurrus, Engineering Supervisor

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

The above referenced Contract Amendment is hereby Executed:

May 3, 2016 at Peoria, Arizona  
  
Dan Zenko, Materials Manager



# CONTRACT AMENDMENT

Solicitation No. P14-0062A

Page 1 of 1

Description: JOC for Wet Utility Pipeline Projects

Amendment No. One (1)

Date: April 1, 2015

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, CPPB

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on May 31, 2015. The contract is being extended and the new contract term is: **June 1, 2015 to May 31, 2016.**

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

*Bruce Wayne Bells* 4/1/15  
Signature Date

Bruce Wayne Bells  
Typed Name and Title

B & F Contracting, Inc.  
Company Name

11011 N. 23<sup>rd</sup> Avenue  
Address

Phoenix  
City

AZ  
State

85029  
Zip Code

Attested By:

*Rhonda Geriminsky*  
Rhonda Geriminsky, City Clerk

*Andrew Granger*  
Director: Andrew Granger, Engineering Director

*Joe Kurrus*  
Department Rep: Joe Kurrus, Engineering Supervisor

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



City Seal  
Copyright 2003  
City of Peoria, Arizona

CC Number

ACON23314A

Contract Number

The above referenced Contract Amendment is hereby Executed:

*April 14, 2015* at Peoria, Arizona

*Den Zenko*  
Den Zenko, Materials Manager



# City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P14-0062A

Description of Work: JOC for Wet Utility Pipeline Projects

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

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

### OFFER

Contractor's License Number:  
ROC 089744 A-General Engineering

**B & F Contracting, Inc.**  
Job Order Contractor Name

*[Signature]*  
Authorized Signature for Offer

11011 N. 23<sup>rd</sup> Avenue  
Address

**Thomas F. Foley**  
Printed Name

Phoenix                      AZ                      85029  
City                              State                      Zip Code

**President**  
Title

623-582-1170                      623-582-3761  
Telephone                              Fax

**tomf@bfcontracting.com**  
E-mail

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

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

Attested by:  
*[Signature]*  
Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.

Eff. Date: May 23, 2014

Approved as to form:

*[Signature]*  
Stephen M. Kern, City Attorney



CC  
**ACON 2334**  
Contract Number

Awarded on May 22, 2014

*[Signature]*  
Dan Zenko, Materials Manager

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Official File

A C O N 2 3 3 1 4

**JOB ORDER CONTRACT**



**P14-0062**

**Wet Utility Pipeline Projects**

**CONTRACT FOR CONSTRUCTION**

**JOB ORDER CONTRACT AGREEMENT  
TABLE OF CONTENTS**

<b>ARTICLE 1</b>	<b>DEFINITIONS</b>
<b>ARTICLE 2</b>	<b>CONTRACT TERM</b>
<b>ARTICLE 3</b>	<b>PERFORMANCE OF THE WORK</b>
<b>ARTICLE 4</b>	<b>JOB ORDER DOCUMENTS</b>
<b>ARTICLE 5</b>	<b>MATERIAL AND WORKMANSHIP</b>
<b>ARTICLE 6</b>	<b>SITE CONDITIONS</b>
<b>ARTICLE 7</b>	<b>JOB ORDER SCHEDULES</b>
<b>ARTICLE 8</b>	<b>INSPECTION OF CONSTRUCTION AND ACCEPTANCE</b>
<b>ARTICLE 9</b>	<b>INVOICING AND PAYMENT</b>
<b>ARTICLE 10</b>	<b>CHANGES</b>
<b>ARTICLE 11</b>	<b>INSURANCE &amp; BONDS</b>
<b>ARTICLE 12</b>	<b>INDEMNIFICATION</b>
<b>ARTICLE 13</b>	<b>DISPUTES</b>
<b>ARTICLE 14</b>	<b>TERMINATION AND DEFAULT</b>
<b>ARTICLE 15</b>	<b>WARRANTY OF CONSTRUCTION</b>
<b>ARTICLE 16</b>	<b>STANDARD TERMS AND CONDITIONS</b>

**ATTACHMENTS**

<b>Attachment A</b>	<b>JOC General Scope of Services</b>
<b>Attachment B</b>	<b>SIQ &amp; Contractor's Response</b>
<b>Attachment C</b>	<b>JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)</b>
<b>Attachment D</b>	<b>Contractor's Contacts &amp; Authorized Signature Form</b>

## JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of June, 2014  
by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and B&F Contracting, (the "Job Order Contractor"). The parties agree as follows:

### 1. DEFINITIONS.

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

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

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

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

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

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

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

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

1.9. **Reference Standards**

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

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

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

## 2. CONTRACT TERM

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

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

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

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

## 3. PERFORMANCE OF THE WORK

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

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;

- 3.1.6. The agreed total price for the Work to be performed;
  - 3.1.7. Submittal requirements;
  - 3.1.8. Owner's authorized representative who will accept the completed Work;
  - 3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order;
- and
- 3.1.10. Such other information as may be necessary to perform the Work.

**3.2. Job Order Contractor Duties and Obligations.**

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

**3.2.2. 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>	<b>Concrete Work</b>	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
<b>B</b>	<b>Other Construction (within 500 feet of residential area)</b>	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
<b>C</b>	<b>Construction Work (more than 500 feet of residential area)</b>	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.2.1. 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.

3.2.2.2. 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.

3.2.2.3. 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.

**3.2.3. 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.

3.2.3.1. 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.

**3.2.4. 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.

**3.2.5. 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.

**3.2.6. 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.

**3.2.6.1.** 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.

**3.2.6.2.** 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.

**3.2.6.3.** 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.

**3.2.6.4.** 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.

**3.2.6.5.** 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**.

**3.2.6.6.** 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](mailto:offduty@peoriaaz.gov).

3.2.6.7. 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.

3.2.6.8. 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.

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

3.2.6.10. 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.

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

3.2.6.12. 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.

3.2.6.13. 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.

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

3.2.6.15. 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.

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

3.2.8. **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.

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

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

3.2.8.3. 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.

3.2.8.4. 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.

3.2.9. **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.

3.2.10. **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.

3.2.10.1. **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.

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

3.2.10.3. **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.

3.2.10.4. **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.

3.2.10.5. **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.

3.2.10.6. **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.

3.2.10.7. **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.

3.2.10.8. **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.

3.2.10.9. **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.

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

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

3.2.11. **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.

3.2.12. **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.

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

### 3.3. **Owner Rights and Obligations.**

#### 3.3.1. **Suspension of Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.4. Shop Drawing Modifications.** If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the

variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

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

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

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

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

## **5. MATERIAL AND WORKMANSHIP**

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

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

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

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

## 6. SITE CONDITIONS

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

- 6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- 6.1.2. The availability of labor, water, electric power, and roads;
- 6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- 6.1.4. The visible conformation and conditions of the ground; and
- 6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

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

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

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

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

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

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

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

## 7. JOB ORDER SCHEDULES

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

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

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

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

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

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

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

## 8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

## **9. INVOICING AND PAYMENT**

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

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

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

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

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

**9.5. Retention.** Not applicable.

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

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

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

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

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

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

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

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

## 10. CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11. INSURANCE & BONDS**

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

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

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

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

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

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

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

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

**11.3.2.** Waiver of subrogation in favor of Owner.

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

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

**11.6. Subcontractor Insurance.** Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall

deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

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

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

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

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

**11.8.3.** Shutdown of existing water wells and booster pumps. 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 gates 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> Ave – 2<sup>nd</sup> Floor  
Peoria, AZ 85345  
(623) 773-7115**

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

**B & F Contracting Inc.  
Thomas F. Foley, President  
11011 N. 23<sup>rd</sup> Avenue  
Phoenix, AZ 85029  
(623) 582-1170**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A**  
**JOC General Scope of Services**

**1.0 GENERAL INFORMATION**

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

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

**2.0 DOCUMENTS**

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

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

**3.0 WORK AUTHORIZATION**

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

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

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

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

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

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

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

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

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

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

**4.0 SCHEDULING OF WORK**

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or

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

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

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

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

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

## 5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

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

## 6.0 DESIGN

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

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

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

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

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

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

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

## **7.0 PROJECT AS-BUILTS**

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

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

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

## **8.0 UTILITY COMPANY COORDINATION**

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

## **9.0 TEMPORARY SANITATION FACILITIES**

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

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

## **10.0 DUST CONTROL AND WATER**

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

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

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

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

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

## **11.0 ELECTRICITY**

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

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

## **12.0 WORK BY OWNER**

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

**ATTACHMENT B**  
**SIQ & Contractor's Response**  
**(See Attached)**



**STATEMENT OF INTEREST AND  
QUALIFICATIONS**

Solicitation Number: P14-0062

**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

**WET UTILITY PIPELINE PROJECTS**

**P14-0062**

**Due Date: April 2, 2014, 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

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### SECTION 1 - INTRODUCTION

#### 1.1 Introduction

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various wet utility pipeline projects, utilizing the Job Order Contracting (JOC) project delivery method. Interested contractors will have the opportunity to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including design and preconstruction services, permitting and regulatory requirements, and as-builts/close-out documents.

It is the intent of the City of Peoria to select three (3) Contractors for the award of a JOC. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual job orders.

#### 1.2 Cooperative Purchasing

While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.

#### 1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2014 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2014 budget is available to fund various projects utilizing the awarded JOC contract.

Estimated cumulative values for individual projects total \$2,000,000 to \$3,000,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



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### 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 various wet utility pipeline projects.

## SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

### 2.1 Description

This JOC is for a broad range of maintenance, repair, rehabilitation and new construction on public right of way and real utility property in the City of Peoria. For projects determined by the City to be appropriate for this JOC, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual job order agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

Interested contractors must have experience in the following areas:

**Professional Services:** The contracting of professional design services from licensed Arizona professionals. When the professional services are not provided by the Owner, the Contractor will act as Design Builder and as such may be required to possess Professional Liability Insurance. The single project limit of \$3,000,000 shall be inclusive of professional services fees when acquired under this JOC.

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

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

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

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

### 2.2 Scope of Work

- A. The scope of work will include work tasks as requested and described below on wet utility pipeline construction projects including water, wastewater, reclaimed water and storm drainage. The work is required to support the City of Peoria Capital Improvement Program (CIP).
- B. Other related work such as public involvement, utility relocation, traffic control, road repair, etc. as more



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fully described below may also be required.

- C. Design services and/or post design services may be requested for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City. All as-builts required to be completed as part of the post design services shall be in accordance with Chapter 7 of the City of Peoria Infrastructure Design Guidelines.
- D. The following work activities may be included in individual projects. Not all activities will be included in all projects. Subcontractors and consultants may be used to accomplish some tasks.
- 1) Public Involvement – prepare and distribute public notices, attend public meetings, maintain a construction hotline.
  - 2) Permitting – obtain all necessary permits required to complete the project, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD approval to construct, approval of construction, etc.
  - 3) Installation of new water, reclaimed water, wastewater and storm drainage pipelines including all related work.
  - 4) Rehabilitation of water, reclaimed water, wastewater and storm drainage pipelines and appurtenances including all related work.
  - 5) Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
  - 6) Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
  - 7) Installation of landscaping to restore areas damaged by construction.
  - 8) Utility locating (potholing) underground utilities and obstructions.

### 2.3 Sample Project

The following is a sample scope of work for a typical project that may be done under this JOC. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach this type of project if awarded the contract. This is a sample project, please do not contact the local business owners or residents in the area.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85<sup>th</sup> Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line fittings, valves and services, meter boxes, pavement and landscaping restoration.

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

## SECTION 3 – EVALUATION CRITERIA

### 3.1 Job Order Contractor Selection

The Job Order Contractors will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs.

### 3.2 Evaluation Process



# STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

The City expects to award three (3) Job Order Contracts to the best valued contractors based on the evaluation requirements outlined in this solicitation. The contractors selected will be the contractors whose qualification is responsive, responsible, and the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested in providing services must address the points as outlined herein.

### 3.3 Key Personnel

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

- Project Manager
- Project Leader
- Project Superintendent
- Project Estimator

### 3.4 Criteria and Weights

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

Category	Weight
Responsiveness & References	Pass/Fail
Relevant Project Experience	15%
Project Assessment (PA) Plan:	
Scope Plan	15%
Risk Assessment / Value Added	10%
Project Schedule	5%
Subcontractor Selection Plan	5%
Interview	50%

#### 3.4.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of any attachments. The following conditions/criteria must be met in order to be considered responsive:

- The Contractor will complete and provide all information in Attachment A (Proposal Form & References)
- The Contractor will complete and provide all information in Attachment B (Relevant Experience)
- The Contractor will complete and provide all information in Attachment C (Project Assessment Plan)
- The Contractor will complete and provide all information in Attachment D (Project Schedule and Subcontractor Selection Plan)

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

- The Contractor will complete Attachment A providing all the information requested:
  - 1-page Proposal Form – project team, bonding capacity, etc.
  - 1-page References – list five (5) references.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### 3.4.3 Attachment B - Relevant Project Experience (Weighted at 15%)

- The Contractor will complete Attachment B providing all the information requested:
  - The Relevant Project Experience section must be 5-pages (1-page for each relevant project).
  - The Relevant Project Experience section must NOT contain any names or information that can be used to identify the Contractor and must be projects completed within the last five (5) years.
  - The Contractor must use the template as provided in Attachment B. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
  - The Relevant Project Experience must not contain projects where the City of Peoria was a client.
  - Any Relevant Project Experience provided that does not comply with the above requirements may be marked as unresponsive and eliminated from the evaluation process.

### 3.4.4 Attachment C – Project Assessment Plan; Scope Plan (Weighted at 15%) & Risk Assessment / Value Added (Weighted at 10%)

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

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

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

### 3.4.6 Interviews (Weighted at 50%)

- The City will shortlist contractors based on the criteria outlined in this section.
- The City may interview all of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.



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Solicitation Number: P14-0062

- *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 ranked and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each submittal. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 4 to 6 contractors based on the scores from the Relevant Project Experience, Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors may be performed by the City.

For this project the Final List will consist of the top 4 to 6 scoring contractors (based on Relevant Project Experience, PA Plan scores, Schedule, Subcontractor Selection Plan, Interview scores, Pass/Fail References, and Pass/Fail Responsiveness).

### 4.2 Identification of Potential Best-Value

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

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

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

## SECTION 5 - POST AWARD ACTIVITIES

### 5.1 Weekly Reporting System

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

### 5.2 Post Project Evaluation

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

## SECTION 6 - CRITICAL DATES

### 6.1 Pre-Submittal Conference



# STATEMENT OF INTEREST AND QUALIFICATIONS

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A pre-submittal conference will be held on **March 24, 2014 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.

March 24, 2014	Pre-Submittal Conference
April 2, 2014	Submittals Due
April 16, 2014	Notification of Interviews
April 24, 2014	Interviews (shortlisted contractors only)
April 30, 2014	Best-Value Contractor Notification

## SECTION 7 – SOQ SUBMITTAL FORMAT

### 7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed SOQs will be considered.
- The SOQ must be received by the date listed in Section 7.2.
- Use the following SOQ submittal format/checklist to attend:
  - Attachment A: Proposal Form & References – One (1) original must be submitted.
    - 2-pages max (1-page Proposal Form & 1-page References).
  - Attachment B: Relevant Project Experience – One (1) original and five (5) copies.
    - 5-pages max (1-page per project listed).
  - Attachment C: Project Assessment Plan – One (1) original and five (5) copies.
    - 4-pages max (2-page scope plan, 2-page risk assessment/value added).
  - Attachment D: One (1) original and five (5) copies.
    - 2-pages max (1-page Project Schedule and 1-page Subcontractor Selection Plan).
  - Collate & Staple the originals together in order of Attachments A thru D.
  - Collate & Staple the copies together in order of Attachments B thru D.

### 7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received by 5:00 p.m. (AZ time) on April 2, 2014.
- Contact Information



## STATEMENT OF INTEREST AND QUALIFICATIONS

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Attention: Lisa Houg, Contract Officer  
SOQ #: P14-0062 – JOC for Wet Utility Pipeline Projects  
City of Peoria Materials Management  
9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Peoria, Arizona 85345

### 7.3 Disqualification

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

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

## SECTION 8 – GENERAL INFORMATION

### 8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing: [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.
- **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 will 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.



# STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

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

- 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 & References
- Attachment B: Relevant Project Experience
- Attachment C: Project Assessment Plan (Scope Plan & Risk Assessment/Value Added)
- Attachment D: Project Schedule and Subcontractor Selection Plan

### 8.5 Appendices

- Appendix 1: Scoring and Ranking Submittals Information

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://cityftps.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 folder. The folder name for this project is P14-0062 - JOC for Wet Utility Pipeline Projects.

You can copy or download the files contained in this folder to your computer or server. Download speed will depend on the internet connection speeds on both sides.

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



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## ATTACHMENT A PROPOSAL FORM

**Project Team:**

Name of Job Order Contractor (Firm): B&F Contracting Inc.

Name of Project Manager (Individual): Tom Foley

Name of Project Leader (Individual): John Norton

Name of Project Superintendent (Individual): Mike Elkins

Name of Project Estimator (Individual): Jerry Hine

**Bonding:**

Individual project bonding capacity: \$10 Million

Total bonding capacity: \$30 Million

Amount of bonded contracts currently in process: \$6.1 Million

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

B&F Contracting Inc.

Name of Company  
Thomas F. Foley President

Printed Name and Title of Contractor Representative  
11011 N 23<sup>rd</sup> Ave Phoenix, AZ

Signature of Contractor Representative  
85029

Address  
623-582-1170 City, State  
623-582-3761

Zip Code  
4/2/2014

Phone  
tomf@bfcontracting.com

Fax

Date

Email Address  
ROC-089744 Gen Engineering "A"

Contractor License Number



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## ATTACHMENT A REFERENCES

1. The references you provide shall be for the projects listed in Attachment B.

1. Client Name: City of Mesa  
Project Name: County Line Pump Station #2 – 24 Inch Water Transmission Main  
Project #C10577  
Contact Name: Curtis Krausman – Project Manager  
Phone: Office : 480-644-5448 FAX: 480-644-3392  
E-mail address: Curtis.Krausman@mesaaz.gov
  
2. Client Name: City of Mesa  
Project Name: Hibbert Street Sewer Siphon Air Jumper Replacement  
Contact Name: Kurt Krause – Project Manager  
Phone: Office: 480-644-5528 Fax: 480-644-3392  
E-mail address: kurt.krause@mesaaz.gov
  
3. Client Name: Pima County Regional Wastewater Reclamation Department  
Project Name: SEI Rehabilitation at Congress Street – Phase 1  
Contact Name: John Warner – Deputy Director  
Phone: Office: 520-443-6500 Fax: 520-325-2832  
E-mail address: John.Warner@pima.gov
  
4. Client Name: Pima County Regional Wastewater Reclamation Department  
Project Name: Wilmot Road Manhole Rehabilitation Project  
Contact Name: Glen Peterson  
Phone: Office: 520-724-6349  
E-mail address: Glen.Peterson@pima.gov
  
5. Client Name: City of Mesa  
Project Name: Water Lines and Asphalt Replacement – 87<sup>th</sup> Way  
Contact Name: Kurt Krause – Project Manager  
Phone: Office: 480-644-5528 Fax: 480-644-3392  
E-mail address: kurt.krause@mesaaz.gov



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B RELEVANT PROJECT EXPERIENCE

1. Project Type: Large Diameter Water Transmission Main Installation- 24" DIP
- Description of Work: This project installed a 24" water line from a new pump station to 8", 16" and 24" existing mains. The project required 4 separate tie-ins, 3 at the existing mains and 1ea at the Pump Station. The project consisted of 4130 LF of 24 Inch DIP and 200 LF of 16" DIP, 1 ea 24", 1 ea 16" & 1 ea 8" valve.
- This project involved working in the City, ADOT and County Flood Control Right of Way which required acquiring the proper permits for Construction and Traffic Control. The contractor also provided the County Dust Control permit and the SWPP Plan. The project work scope included Pressure testing, chlorinating and BAC-T testing of the new watermain along with coordination with the Pump Station operations, asphalt paving, concrete sidewalk and hydro seeding restoration items. Engineering was contracted by the owner who provided 100% plans. As-Builts were provided to the owner in our close out package. 95% of the work was Self-Performed.
- There was an Owner Initiated Change Order to Remove & Replace an existing inline 24" Valve and abandon the valve vault at a separate location which added to the original contract total.
- Delivery Method: Job Order Contract (JOC)
- Original Contract Amount: \$898,575.32
- Final Contract Amount: \$ 923,724.35
- Date Completed: 1/17/2014



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

2. Project Type: Sewer Siphon Air Jumper Replacement

Description of Work: This project scope was to open cut a major arterial street in order to  
replace an existing 15"concrete pipe sewer siphon air jumper with an 18"  
PVC pipe due the deterioration of the concrete pipe from the H2S gas. Also  
included was the rehabilitation of the inlet and outlet siphon structure  
manholes along with traffic control and police officers since this was at a  
signalized intersection. This project had to be completed before the  
reconstruction of the arterial road which was under contract and approaching  
the siphon. We offered a value engineering alternative to clean the plugged  
15 " pipe and CIPP line the air jumper. Since the CIPP liner was done first  
the manhole coating was applied to the manhole and transitioned into the  
CIPP lining making the rehabilitation of the structure complete. Prior to  
the manhole rehabilitation, the existing T-Lock lining was removed and the  
manhole surface area was prepped prior to coating. The manhole coating  
System was spark and adhesion bond tested prior to acceptance.  
The value engineering alternative was accepted by the owner which  
eliminated the open cut and pavement expense saving \$29,189.98.  
The project was constructed using the Job Order Documents and the Sewer  
Quarter Section Maps. Subcontractors performed 60% of the work.

Delivery Method: Job Order Contract (JOC)

Original Contract Amount: \$94,230.34

Final Contract Amount: \$65,040.36

Date Completed: 1/14/2014



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

3. Project Type: Phase 1 - Large Diameter Interceptor Rehabilitation – 60" CIPP Lining
- Description of Work: The scope of work included the rehabilitation of 1520 feet of existing 60-inch, 270 degree T-Locked lined RCP and associated bypass pumping and diversion of wastewater flows. The repair/rehabilitation of this sewer line was critical due to its location under a major arterial street and close proximity to the I-10 Freeway, both located in the busy downtown area. This project required close coordination with the City, Project Owner, downtown businesses, Public Transportation and one of the biggest yearly economic events to take place in the downtown area. Our team was able to plan and coordinate this construction project without any major complaint from Downtown Stakeholders, the City and the Owners representatives. We were able to identify and capitalize on Value Engineering Opportunities that included the use of an upstream junction structure where we installed a sewer plug to divert and reduce flows. This resulted in a significant cost savings to this project by reducing the overall risk and scope of work for the sewer bypass. We were also able to work with our CIPP Contractor to design this project for one (1) CIPP Inversion instead of 5 shots. This reduced the overall schedule and amount of CIPP inversion access points needed, resulting in reduced costs and minimizing our impact. The original contract amount increased due to additional odor control measures required and a second mob due to owner schedule changes.
- Delivery Method: Job Order Contract (JOC)
- Original Contract Amount: \$664,120.00
- Final Contract Amount: \$706,889.93
- Date Completed: 2/28/2014



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

4. **Project Type:** Removal/Replacement of Existing MH's with Corrosion Resistant Polymer Manholes & Composite Inserts

**Description of Work:** This project was awarded through a competitive bidding process on our Job Order Contract. This project called for the removal and Replacement of ten (10) existing deteriorated manholes, rated NASSCO Level 4 & 5. Manholes specified for replacement were located over existing 8-inch, 15-inch and 33-inch sanitary sewer lines which required design, installation and operation of separate flow management systems which was done in-house. The manholes installed on this project are part of a "pilot program" to test out the corrosion resistance properties of the polymer manholes which are made with a polyester resin, sand and aggregate (without any cement). We also installed two (2) composite structural manhole inserts in lieu of the polymer product to directly test their effectiveness. This project required coordination with the City, Owner, ADOT, Local Businesses and Private Property owners in order to complete the scope of work. Other scopes of work included Survey and Layout, Sewer Pipe Repairs, MH Base Rehabilitation and Concrete Collars. We self-performed over 90% of this project. Additional costs incurred on this project were due to the owner's request for extra investigative pre-survey work, along with a request to change the MH material from the Polymer to the Composite Inserts on two (2) manholes.

**Delivery Method:** Job Order Contract (JOC)

**Original Contract Amount:** \$198,610.00

**Final Contract Amount:** \$225,478.18

**Date Completed:** August 2013



# STATEMENT OF INTEREST AND QUALIFICATIONS

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## ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

5. Project Type: Replacement of 6" & 8" Watermain crisscrossing a residential intersection.
- Description of Work: The water main had prior breaks requiring continuous repairs to the pipe and the intersection. This project replaced all existing problematic ACP water main and restored the pavement. Being located within a County ROW required coordination with the County to obtain permits and schedule the required inspections. The work was sequenced to reduce the overall impact to the residents. This included not only limiting the time their water would be shut down (4 hours or less), but also maintaining continuous access to their homes. A major component was keeping residents informed of the work scope and schedule. We handed out notifications 24 hours in advance and again on the morning of the work so that residents could plan around water outages. The project consisted of replacing existing ACP and Gate Valves with 270 LF of 8" & 6" DIP and Gate Valves, plus a Fire Hydrant for fire protection. Restoration included replacing concrete curb and gutter, landscape, removal of AC pavement within the entire intersection and repaving to County requirements. An additional challenge to the project coordination was completing the initial water main work shortly before Thanksgiving, providing temporary trench patching ,and returning to repave the street after the Holiday Season. The contract increased because of additional materials needed due to the lack of existing valves needed for the water shut down.
- Delivery Method: Job Order Contract (JOC)
- Original Contract Amount: \$73,278.22
- Final Contract Amount: \$80,296.54
- Date Completed: 1/10/2014



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

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

#### **Design Phase & Pre-Construction Services for 8" Waterline & New Sewerline in 85<sup>th</sup> Ave.:**

- Review 85<sup>th</sup> Ave Water & Sewer Job Order documents for design criteria and scope of work.
- Coordinate and schedule a site visit with the City of Peoria and Project Stakeholders to address site specific safety concerns, new pipeline alignments, potential utility conflicts, permitting, traffic control and various constructability issues including verifying the required size of the new sewer line based on future usage.
- Perform blue stake verification of all existing utilities within the site limits. Utility conflicts will be further investigated and pot-holed. Contact and coordinate with utility stakeholders in conflict with the new 8" waterline and replacement sewer.
- Coordinate and assess traffic control minimum and maximum requirements for pedestrians and vehicles with the Peoria Traffic Engineering Division.
- 24 hour access to the Peoria Public Library, Community & Utilities Service Department, City Hall and nearby neighborhoods will be critical to a successful traffic control plan.
- Assess all Right of Way (ROW) boundaries and limits for procurement of necessary permits from Peoria and Project Stakeholders. Identify if there are any Temporary Construction Easements required for construction.
- Coordinate with an experienced civil engineering firm to provide project design documents for review.
- Upon receipt of 30% documents, we will begin our constructability review and value engineering opportunities review.
- Submission of project design drawings to Peoria after final review and comments are incorporated.
- Perform preliminary quantity takeoffs and cost estimates based on City of Peoria and Project Stakeholder recommendations, performance requirements and 90% Design Documents. Budgetary concerns are always factored into our cost estimates and we will work with Peoria to meet budget constraints through value-engineering, scope reduction and modification.
- Identify long lead material procurement items.
- Generate Quality Control Management Plan (QCMP). This plan will be utilized throughout the project as a baseline for our project superintendent, field crews and subcontractors to follow for QA/QC related issues.
- We will develop a Schedule of Values (SOV) to breakdown each scope item into key measurable project elements for review by Peoria.
- Select and qualify subcontractors, suppliers and vendors using our qualification based subcontractor selection process. Pre-qualified subcontractors and suppliers will be needed for the Water & Sewer Materials Supplier, Backfill Materials, SWPPP, Survey, Traffic Control Services, Landscape Replacement, Micro-Seal Restoration and Pavement Markings. We estimate our self-performance rate to be at least 85-95% of the scope of work.
- Preparation and distribution of 'Subcontractor Bid Packets' include: special bidder instructions, plans, specifications, subcontractor scope items, bid schedule, pre-bid information, project schedule and the bid date. Subcontractor bid review and award. The award process will include City of Peoria input.
- We will sequence the construction to minimize any customer's limited use of their water or sewer service.
- Preparation and submittal of finalized Guaranteed Maximum Price (GMP) Proposal to the City of Peoria for review and approval.
- Obtain all ROW, special use, construction and water meter permits from the City of Peoria.
- Submit traffic control plans for approval, after incorporation of review comments from the City of Peoria Traffic Engineering Department and Project Stakeholders.
- Locate and rent staging yard for equipment and materials.
- Schedule pre-construction meeting with Peoria, Subcontractors and Project Stakeholders.
- Coordination of Public Outreach/Notification utilizing ACS Conaid. We will notify nearby residents, Alta Loma Elementary, Peoria Public Library, Peoria City Hall and the Community/Utility Services Department of the impending road restrictions and associated dates.



## STATEMENT OF INTEREST AND QUALIFICATIONS

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### ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

#### Construction Phase Services for 8" Waterline & New Sewerline in 85<sup>th</sup> Ave.:

- Notice to Proceed received from the City of Peoria.
- Installation of Variable Message Boards for notification of construction work on 85<sup>th</sup> Avenue.
- Mobilization of company owned equipment and project related tools.
- Installation of Dust Control measures and track-out prevention at temporary project yard.
- Pipeline and backfill materials delivery.
- Installation of traffic control barricades, arrow boards, delineation and lane closure devices per the approved traffic control plans.
- Installation of required project signage (Dust Control & City of Peoria).
- Installation of Storm Water Pollution Prevention Plan (SWPPP) measures as required by the approved permit.
- Perform survey work by registered professional land surveyor in Arizona. Installation of horizontal and vertical elevation staking, benchmarks and control points.
- Layout and perform asphalt and concrete saw-cutting for utility relocations and installation of the 8" waterline and new sewer line. Remove saw-cut asphalt.
- Coordination and relocation of existing utilities found to be in conflict with the new utilities installation. We will provide advanced notice to all utility stakeholders during the pre-construction phase.
- Perform utility excavation work for the sewer line starting at Mountain View including mainline and lateral. The water piping, valves, fire hydrant and meter boxes on 85<sup>th</sup> Avenue will follow the sewer installation.
- Installation of 8-inch waterline and sewer line per the design elevations. Our team proposes to sequence the work from Mountain View Road to Peoria. We plan on performing the installation in separate street sections to minimize impact (Mountain View to Cinnabar, Cinnabar to Monroe, Monroe to Jefferson & Jefferson to Peoria). The sewer will go in first followed by the water in each section.
- Backfill and compaction of trench up to sub grade per the City of Peoria design specifications. Compaction will be completed in 12" lifts. We will provide compaction testing as required throughout the backfill/compaction phase. All trench backfill will be done per Detail PE-401 or the project Special Conditions or JOC documents.
- Our crews will perform all flushing, chlorination and pressure testing of the waterline and CCTV and pressure testing of the sewer line as required by the City of Peoria and MAG specifications.
- Perform fine grade work on backfilled trenches prior to pavement replacement.
- Place pavement and compact asphalt within the reclaimed waterline trenches. Existing pavement grade elevations will be matched within the trench. Special care will be given to maintain a clean straight edge when matching the existing pavement.
- Replace concrete sidewalk sections at 85<sup>th</sup> and Peoria Ave., Mountain View Rd. and concrete swale on Cinnabar Avenue due to any required fire hydrant, lateral main piping, meter box or sewer tap.
- Provide compaction testing on asphaltic pavement as required by the design specifications.
- Utility adjustments performed on valves, manholes and clean-outs. Concrete collars will be poured around all roadway valves and manholes per Detail PE-270 & PE-271.
- Perform Micro-Seal pavement restoration.
- Installation of new pavement markings and restoration of old markings as required.
- Landscape restoration.

#### Project Closeout & As-Built Documentation

- Our team will coordinate and provide a project review and punch list walk with the City of Peoria and design engineer for adherence to the design documents.
- Furnish all test results from backfill/asphalt compaction testing, waterline, valves and hydrant testing plus the sewer line CCTV videos and pressure testing to the City of Peoria.
- Provide certified as-built drawings to the City of Peoria.
- Coordinate and schedule post construction meeting with City of Peoria, Design Engineer and Project Stakeholders to discuss our Team, Subcontractor and Supplier's performance throughout the construction.



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## ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

### SECTION 2 - RISK ASSESSMENT (Page 1 of 2)

<b>Risk 1:</b>	<b>Shoring &amp; Trench Safety</b>
<b>Solution:</b>	Our company has a comprehensive safety training program managed by a third party Safety Management Firm that performs weekly jobsite safety visits and assessments. Field management and pipeline crews are all trained in shoring, trench, PPE, confined space and excavation safety. Superintendents and Foreman are all competent person, confined space trained. We foresee the use of multi-shores and aluminum trench shields throughout the waterline and sewer line installation with confined space for manhole entry.
<b>Risk 2:</b>	<b>Disruption to Peoria City Hall, Public Library, Local Residents &amp; Business</b>
<b>Solution:</b>	Our company will coordinate with the City of Peoria Traffic Engineering Division to develop traffic control and public access plans in order to minimize traffic restrictions and disruptions along 85 <sup>th</sup> Ave. We will take into consideration City Hall, Public Library, local business, residents and local events when scheduling and sequencing the work.
<b>Risk 3:</b>	<b>Restriction of Traffic on 85<sup>th</sup> Avenue During Construction</b>
<b>Solution:</b>	Our team will work closely with the City of Peoria and their Public Information Services Company to provide advanced notification along with continual updates of the construction work. Local residents, businesses, schools and the City of Peoria will be contacted during the pre-construction phase to discuss the project schedule, restrictions and work hours. On similar projects we have successfully used newsletters, door hangers, public meetings and variable message boards to promote public outreach and awareness. Night work close to the intersection of 85 <sup>th</sup> Ave. and Peoria will require a police officer during construction.
<b>Risk 4:</b>	<b>Pedestrians &amp; Bike Lane Safety</b>
<b>Solution:</b>	After our site visit, we anticipate restrictions for pedestrians at the intersections where mainline and lateral utility installations will conflict with existing crosswalks. We plan on re-routing pedestrians to the opposite side of the road during these occurrences. Bike lanes will need to be closed and alternate routes established away from the construction zone.
<b>Risk 5:</b>	<b>Existing Utility Conflicts &amp; Utility Separation Issues</b>
<b>Solution:</b>	During the design phase constructability review, our team will closely analyze the drawings along with existing utility maps provided by the City of Peoria to identify any potential conflicts. We will then Blue Stake the project to identify all existing utilities in both pipeline alignments. All located utilities will be pot-holed for verification. We will use this information to obtain the required clearances from all potable water mains per ADEQ standards for the sewer line installation and verify the viability of the running line for both water and sewer.
<b>Risk 6:</b>	<b>Possible SRP Irrigation Crossing (85<sup>th</sup> Ave. &amp; Peoria Intersection)</b>
<b>Solution:</b>	We will identify any SRP permit requirements in the design phase.
<b>Risk 7:</b>	<b>Traffic Safety Management for Schools, Bus Routing, Police &amp; Fire Departments etc:</b>
<b>Solution:</b>	We will conduct a traffic safety management meeting with affected stakeholders to coordinate our project with the Alta Loma School Transportation group, Peoria Police and Fire Departments, Public Transportation and Sanitation. This meeting will outline our project, identify the work limits and give the invitees a chance to voice any concerns they may have.



# STATEMENT OF INTEREST AND QUALIFICATIONS

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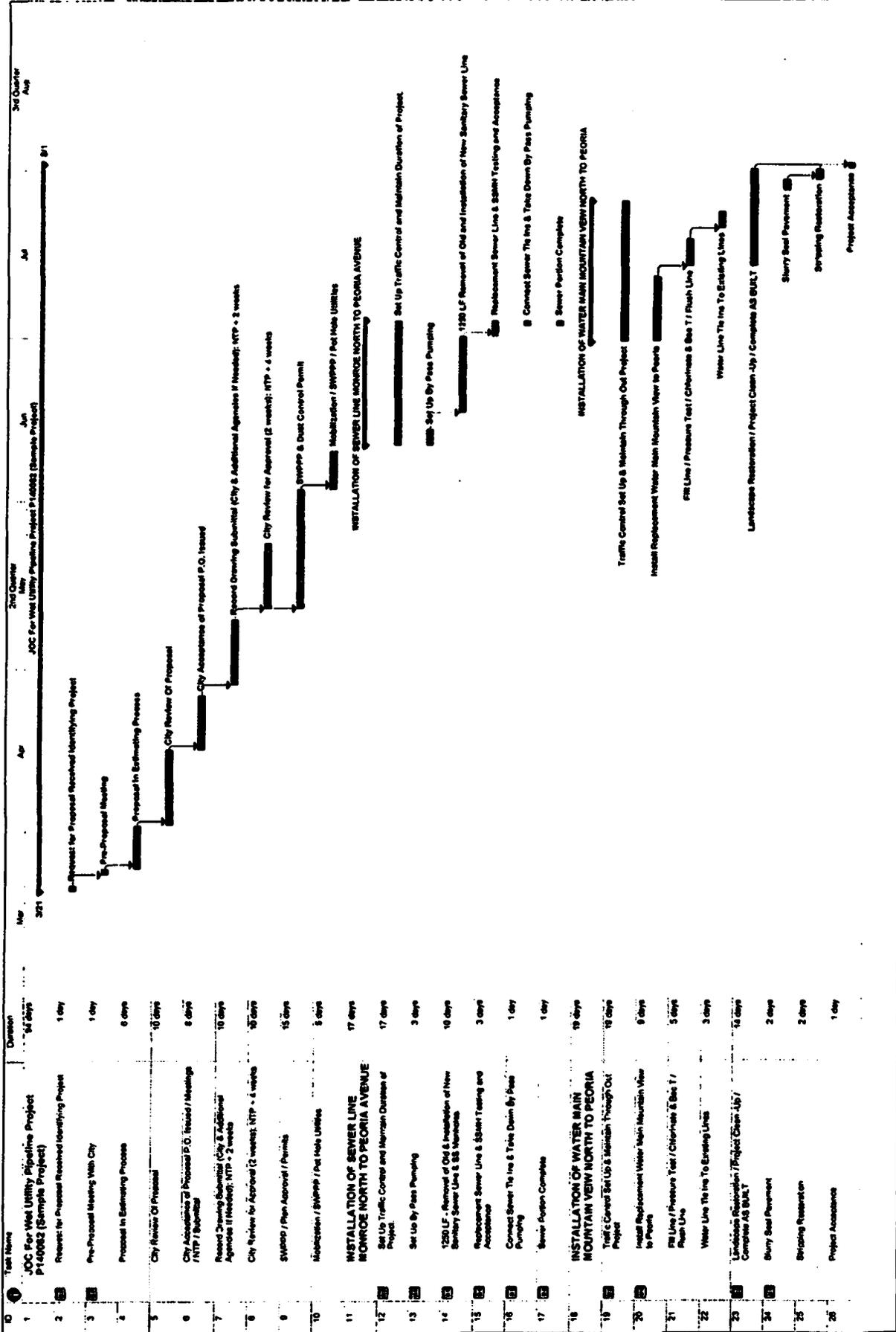
## ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

**SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2):**

<b>Item 1:</b>	<b>Sequence Sewer Work to limit potential bypass costs:</b> We will work with the design firm to determine if a new sewer alignment is possible which will limit any potential bypass pumping to the tie-ins only. At the tie-ins we will see if we can use flow thru plugs at low flow instead of pumping. We will work closely with Peoria to obtain the ADEQ Request for Discharge Authorization as soon as possible, supplying original construction plans, as-builts, mandrel testing and CCTV reports.			
<b>Impact:</b>	Cost (\$)	Cost Savings Approximately \$20,000	Schedule (Days)	Decreased by 6 days
<b>Item 2:</b>	<b>Competitive bidding of Design Services between Qualified Firms:</b> We will prepare and distribute a Project Design Packet to selected firms in order to get competitive bids.			
<b>Impact:</b>	Cost (\$)	Cost Savings on design (\$15,000.00)	Schedule (Days)	No Impact
<b>Item 3:</b>	<b>Subsurface Utility Investigation -</b> Location of existing utilities by Blue Stake and Pot-Holing during the pre-construction phase of this project will help to identify and minimize utility conflicts, eliminating potential costly delays during the construction of the new water and sewer line. Coordination with the appropriate utility entities during pre-construction will be incorporated into design documents further minimizing delays or additional costs.			
<b>Impact:</b>	Cost (\$)	Increased production during construction phase.	Schedule (Days)	Decreased by 8 days
<b>Item 4:</b>	<b>85<sup>th</sup> Ave. Traffic Closure During Construction -</b> A potential option would be to close 85 <sup>th</sup> Avenue with "Local Traffic Only" signs due to the safety and schedule benefits of a larger work zone during excavation, waterline installation and pavement restoration activities. This will increase pipe-laying and pavement daily production with the intent to reduce the overall schedule and impact on local residents, business and City of Peoria Municipal Complex employees. Traffic access will be restricted from the east neighborhood exits onto 85 <sup>th</sup> , block by block as the job progresses. Access will be immediately re-opened as our restoration activities are completed for each block.			
<b>Impact:</b>	Cost (\$)	\$12,000.00 Cost Savings	Schedule (Days)	Decreased by 12 days
<b>Item 5:</b>	<b>Self-Performance Capabilities -</b> Our company has the ability to self-perform 95% of the construction work needed to install both the water and sewer lines. We operate a large corporate fleet of equipment which allows us a competitive advantage when performing Wet Utility Pipeline projects. If sewer bypass is required we will design the bypass system and use our own forces to construct and operate the system with the proper sized equipment.			
<b>Impact:</b>	Cost (\$)	\$6500.00 Cost Savings	Schedule (Days)	Decreased duration TBD

# Attachment D - Project Schedule



Task	External Meeting	Internal Meeting	Inactive Task	Manual Task	Duration-only	Manual Summary	Inactive Milestone	Project Summary
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								

Project: City of Peoria Water Main & Sewer Main Replacement P140002



# STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

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 D SUBCONTRACTOR SELECTION PLAN

We recognize the importance of selecting qualified and cost competitive subcontractors and factor this into our qualification based selection process. Relevant project experience, ability to meet project schedules, safety and resource availability, response time and Arizona Revised Statutes Titles 34 and 41 are all factors associated with the selection process for each Job Order. Our selection process will follow a standardize set of criteria that ensures the pricing for the work will be provided through a fair, competitive process, obtaining the "Best Value" for the City of Peoria.

Using our qualification based subcontractor selection plan, we anticipated selecting 2-3 qualified bidders for each scope of work. The City of Peoria will be integral component during the qualification based selection process, collaborating as a team effort with our management team as selections are made. We will prequalify subcontractors based on the following criteria:

### Qualification Based Selection Criteria

#### Comparable Projects & Experience:

- Has the subcontractor successfully completed comparable projects and similar scopes of work in the past?
- Subcontractor to provide our team with five (5) comparable projects in complexity and scope for review.
- Subcontractor to provide our team with five (5) comparable projects for their Project Manager and Superintendent and key personnel of similar complexity and scope.
- Our team will request three (3) reference forms be filled out for past similar projects.

#### Capacity to Perform the Work

- Does the subcontractor have the necessary crew and equipment resources available to complete the work as required by the proposed schedule?
- Do their qualifications/materials meet the project performance and/or proprietary specifications?
- Is the subcontractor able to obtain the necessary bonding and insurance requirements for the Job Order?
- Does this subcontractor meet any SBE/MBE/DBE requirements, if required?
- Does the subcontractor understand the project specific challenges and/or issues with the Job Order?
- Subcontractor to provide company and personnel specific licenses, training certifications and company safety program.

### Job Order Price Proposal

#### Technical Proposal Package:

- Our management team will generate the 'Instructions to Bidders' for each of the required scopes of work for distribution to the qualified subcontractors.
- The bid packages will detail their respective scopes of work, special instructions, bid documents requirements, bid due date, location and time. Bid Packages will be available one (1) week prior to the mandatory pre-bid conference.
- A mandatory pre-bid conference will be held by our company prior to the bid to address project specific related issues for discussion. All questions raised during the pre-bid will be addressed by our team and the City of Peoria one (1) week prior to the bid date.

### Qualified Subcontractor Bid Submittal & Review

#### Bid Opening:

- All bids will be opened publicly with a City of Peoria representatives present. Our company will confirm that all addenda and special instructions and/or requirements were acknowledged by each subcontractor.
- Bid results will be read aloud during the opening. Bid tabulations will be calculated and sent out to all bidding subcontractors within one (1) day.
- Low bid subcontractors will be notified within one (1) week regarding the acceptance of their bid after a final bid review completed by our team and the City of Peoria

#### Bid Evaluation/Review and Selection:

- We will verify that each subcontractors bid package is in compliance with the 'Instructions to Bidders' document provided during the pre-bid conference and will evaluate each bid against the selected scoring criteria.
- MBE/SBE/DBE percentages and amounts will be verified for each subcontractor, if applicable.
- Determination of lowest, qualified and responsible bidder will be decided with input from the City of Peoria.
- Lowest, qualified subcontractors will be notified after review period.
- Our team will prepare the subcontract agreements in order to enter into contract with the selected subcontractors.





ROC-089744

## City of Peoria Job Order Cost Proposal

### B&F LABOR RATES FOR P14-0062A (2014 CONTRACT)

**CONTRACTOR NAME:** B & F Contracting Inc.

**Contract Type:** Wet Utility Pipeline Projects  
**Job Order No.:** P14-0062A  
**City Project Mgr:** \_\_\_\_\_  
**Fee Type:** Specify Lump Sum Fixed Price or GMP  
**Location:** \_\_\_\_\_  
**Job Title:** \_\_\_\_\_

**City Project No.:** \_\_\_\_\_  
**Contractor's Job No.:** \_\_\_\_\_  
**Prepared by:** \_\_\_\_\_  
**Date:** 5/13/2014 Pre-Award Meeting  
**Revision:** \_\_\_\_\_

**Description of Work to be Performed (supporting information attached):** \_\_\_\_\_

**SECTION A: LABOR (inclusive of burden)**

Position	Unit	Quantity
Project Manager	Hours	1.0
Project Engineer	Hours	1.0
Superintendent	Hours	1.0
Foreman	Hours	1.0
Specialty Operator Tractor Forklift Loader Fusion	Hours	1.0
Equipment Operator Backhoe	Hours	1.0
Skilled Tradesman (Journeyman) Pipelayer	Hours	1.0
Skilled Worker (Apprentice) Driver	Hours	1.0
Semi Skilled Worker	Hours	1.0
Laborer	Hours	1.0

Labor Cost		Position
Each	Total	Total
\$ 67.60	\$ 67.60	\$ 67.60
\$ 62.80	\$ 62.80	\$ 62.80
\$ 64.60	\$ 64.60	\$ 64.60
\$ 51.60	\$ 51.60	\$ 51.60
\$ 36.10	\$ 36.10	\$ 36.10
\$ 30.00	\$ 30.00	\$ 30.00
\$ 31.00	\$ 31.00	\$ 31.00
\$ 29.20	\$ 29.20	\$ 29.20
\$ -	\$ -	\$ -
\$ 24.00	\$ 24.00	\$ 24.00

**ATTACHMENT C**

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

**(See Attached)**



# City of Peoria Job Order Cost Proposal

**CONTRACTOR NAME:** B & F Contracting, Inc

Contract Type: Water Utility Pipeline Projects  
 Job Order No. P14-0062A  
 City Project Mgr: \_\_\_\_\_  
 Fee Type: Specify Lump Sum, Fixed Price or GMP  
 Location: \_\_\_\_\_  
 Job Title: \_\_\_\_\_

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

**SECTION D: SUBCONTRACTORS & CONSULTANTS**

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Total Subcontractor Costs:</b>		<b>\$0.00</b>

**OVERHEAD:** 0% (% to be taken from matrix)

**PROFIT:** 0% (% to be taken from matrix)

Subtotal General Contractor Costs (A+B+C): \$0.00  
 O&P (% of A+C): \$0.00  
 Total General Contractor Costs including O&P: \$0.00

Subtotal Subcontractor Costs (D) \$10.00  
 Subcontractor Profit (5% of D) \$0.50  
 Total Subcontractor Costs including Profit: \$10.50

TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit): \$0.00  
 Insurance Costs @ 1.00% \$0.00  
 Bond Costs @ 1.50% to 1.00% \$0.00  
 Sales Tax (65% of 8.1%) \$0.00  
 Tax Exemption Credit \$0.00

**Subtotal Job Cost: \$0.00**

Contingencies \$0.00

**TOTAL JOB COST: \$0.00**

Submitted by: \_\_\_\_\_

\_\_\_\_\_  
 Name, Title

\_\_\_\_\_  
 Date

**P14-0062A - JOC for Wet Utility Pipeline Projects**  
**Company Name: B&F Contracting**



May 6, 2014

ROC-089744

JOC Pricing Matrix	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1M	\$1M to \$2M	\$2M to \$3M
<b>Indirect Cost of the Work</b>						
GC Overhead	7.00%	7.00%	6.00%	6.00%	6.00%	5.50%
GC Profit	6.00%	6.00%	6.00%	6.00%	5.50%	5.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	1.50%	1.50%	1.50%	1.50%	1.45%	1.00%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
<b>Total Indirect Cost %</b>	<b>25.77%</b>	<b>25.77%</b>	<b>24.77%</b>	<b>24.77%</b>	<b>24.22%</b>	<b>22.77%</b>

**ATTACHMENT D**

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

**(See Attached)**



# B&F CONTRACTING, INC.

May 13, 2014

## Contact List

### P14-0062A – JOC for Wet Utility Pipeline Projects

<u>Name</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
Bruce Balls	Principal	<a href="mailto:bruceb@bfcontracting.com">bruceb@bfcontracting.com</a>	623-764-7585
Tom Foley	Project Director	<a href="mailto:tomf@bfcontracting.com">tomf@bfcontracting.com</a>	623-764-7586
John Norton	Project Manager	<a href="mailto:jnorton@bfcontracting.com">jnorton@bfcontracting.com</a>	623-217-7763
Paul Morgan	Project Manager	<a href="mailto:pmorgan@bfcontracting.com">pmorgan@bfcontracting.com</a>	623-764-7622
Dan Foley	Project Manager	<a href="mailto:dfoley@bfcontracting.com">dfoley@bfcontracting.com</a>	480-620-1208
Mike Elkins	Superintendent	<a href="mailto:melkins@bfcontracting.com">melkins@bfcontracting.com</a>	602-361-2378
Jayson VanVolkinburg	Super.	<a href="mailto:jvanvolkinburg@bfcontracting.com">jvanvolkinburg@bfcontracting.com</a>	602-350-5578
Bill Soper	CFO	<a href="mailto:bsoper@bfcontracting.com">bsoper@bfcontracting.com</a>	623-582-1170
Leticia Rodarte	AR	<a href="mailto:lrodarte@bfcontracting.com">lrodarte@bfcontracting.com</a>	623-582-1170

#### Main Office Address:

11011 N. 23<sup>rd</sup> Avenue

Phoenix, AZ 85029

P: 623-582-1170

F: 623-582-3761

**B&F CONTRACTING, INC. | ROC089744 | WWW.BFCONTRACTING.COM**

11011 North 23<sup>rd</sup> Avenue | Phoenix, AZ 85029 | P: 623.582.1170 | F: 623.582.3761



# B&F CONTRACTING, INC.

## CERTIFICATION BY THE CONTRACTOR AUTHORIZING EMPLOYEES TO SIGN BINDING AGREEMENTS

City of Peoria  
Utility JOC

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

Name

Signature

**Contracts:**

Thomas F. Foley

Bruce W. Balls

Bill Soper

**Notice to Proceed:**

Thomas F. Foley

Bruce W. Balls

**Change Orders:**

Thomas F. Foley

Bruce W. Balls

Bill Soper

John Norton

Paul Morgan

Dan Foley

**B&F Contracting, Inc.**

Signed By:

Thomas F. Foley  
President

Date: 5-7-2014

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
B & F CONTRACTING, INC.**

**EXHIBIT B  
Scope of Work**

**PROJECT**

The McRae Waterline Project will include, but is not limited to the following: Approximately 1,346 lf of 8" DIP Waterline, and approximately 72 lf of 6" Waterline replacement. 8" and 6" Gate valves with covers and boxes will be replaced. Three fire hydrants will be replaced and the old hydrants will be salvaged. Concrete encasement, tie-in services, and connections are included. Waterlines will be cut and plugged during the construction process. Vertical realignment, commissioning, and surface replacement is included. Potholing, SWPP, Traffic and Dust Control, QA/QC, Engineering, Survey, As-builts and Testing are included.

For a complete list of inclusions and specific construction services, please see Section 2 of the attached McRae Way Waterline Replacement Booklet submitted by B&F Contracting, Inc.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
B & F CONTRACTING, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

By JOC Linking Agreement, including all services, materials and costs.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$382,844.63 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

See attached Pricing Matrix, Project Cost Sheet and Contractor's Labor Rates.



City of Glendale Job Order Contract  
McRae Way Waterline Replacement Project  
Design Phase Services / Construction Services  
Project No. 161703      September 15, 2016



B&F Contracting Inc.  
1100 N. 7th Ave., Phoenix, AZ 85006  
Phone: 602.441.8888      www.b-f.com



**Table of Contents**

- 1) Contact List**
- 2) Project Scope**
- 3) GMP**
- 4) Schedule**
- 5) Original Project As-Builts**
- 6) Sample Peoria JOC Documents**
- 7) Quotes**

# **Section 1:**

# **Contact List**

# JOC: McRae Way Waterline Replacement Project

## Contact List

### **B&F Contracting Corporate Office**

**11011 North 23rd Avenue, Phoenix, AZ 85029**

**Phone: 623-582-1170 Fax: 623-582-3761**

<b>Project Director:</b>	<b>Bruce Balls</b> <b>Cell: 623-764-7585</b> <b>Email: <a href="mailto:bruceb@bfcontracting.com">bruceb@bfcontracting.com</a></b>
<b>Project Manager:</b>	<b>John Norton</b> <b>Cell: 623-217-7763</b> <b>Email: <a href="mailto:jnorton@bfcontracting.com">jnorton@bfcontracting.com</a></b>
<b>Project Superintendent:</b>	<b>Mike Elkins</b> <b>Cell: 602-361-2378</b> <b>Email: <a href="mailto:melkins@bfcontracting.com">melkins@bfcontracting.com</a></b>
<b>Project Estimator:</b>	<b>Jerry Hine</b> <b>Cell: 480-459-7099</b> <b>Email: <a href="mailto:jhine@bfcontracting.com">jhine@bfcontracting.com</a></b>

# **Section 2:**

# **Project Scope**



# PROJECT SCOPE

Corporate HQ: 11011 N. 23rd Ave. Phoenix, AZ 85029  
Tucson Office: 1904 W. Prince Rd. Tucson, AZ 85705  
Office: 623-582-1170 | Fax: 623-582-3614  
AZ Licenses: ROC-069744 A General Contracting  
ROC-11282 B-04 General Contracting

Date: 9/19/2016

Submitted to: City of Glendale  
5850 W. Glendale Ave.  
Glendale, AZ

Project: Glendale JOC- McRae Way Waterline  
McCrae Way & Julie Drive  
Glendale, AZ

Attention : Kelly Hargadin

Email: khargadin@glendaleaz.com

**Item #      Item Description      Estimated Quantity      Unit**  
\*\*\*\*\*

## Construction Services

### **A - McRae Way Waterline**

1	WL DIP PC350 8" Waterline	1,346.00	LF
2	WL DIP PC350 6" Waterline	72.00	LF
3	WL Gate Valve 8" W/Box & Cover	2.00	EACH
4	WL Gate Valve 6" W/Box & Cover	3.00	EACH
5	WL Fire Hydrant - Glendale	3.00	EACH
6	WL Tie-Into Existing 8" Waterline	5.00	EACH
7	WL Concrete Encasement MAG 404 Water & Sewer	240.00	LF
8	WL Water Service Connection 1" ( Main To Meter ) Short Side	10.00	EACH
9	WL Copper 1" Water Service Line	250.00	LF
10	WL Water Service Connection 1" ( Main To Existing Copper ) Long Side	10.00	EACH
11	WL Water Meter Box & Cover No. 2	10.00	EACH
12	WL Vertical Realignment 8" DIP	2.00	EACH
13	WL Vertical Realignment 6" DIP	3.00	EACH
14	WL Cut & Plug Existing 8" Water Line	5.00	EACH
15	WL Cut & Plug Existing 6" Water Line	3.00	EACH
16	WL Commissioning	1.00	LS
17	WL Salvage Fire Hydrant & Deliver To City	3.00	EACH
18	Concrete Vertical Curb & Gutter	30.00	LF
19	Concrete Sidewalk	120.00	SF
20	Remove Existing Valve Box & Cover, And Restore Surface	5.00	EACH
21	Pavement Replacement	630.00	SY
22	Slurry Seal	4,800.00	SY
23	Pothole Existing Utilities	10.00	EACH
24	SWPP	1.00	EACH
25	Dust Control Permit	1.00	EACH
26	Traffic Control & Devices	1.00	LS
27	Project QA/QC - Materials Testing	1.00	LS
28	Engineering	1.00	EACH
29	Construction Survey & Asbuilts	1.00	EACH

### **B - Test DIP Waterline On Julie Drive**

30	Test Existing 8" DIP Using Non Destructive Electromagnetic / Acoustic Detection Method To Identify Remaining Life Expectancy	1.00	LS
31	Project QA/QC - Test Native Soil For Corrosivity	1.00	LS

# **Section 3:**

# **GMP**

# City of Glendale Job Order Cost Proposal ROUGH ORDER OF MAGNITUDE



**CONTRACTOR NAME:**

**B & F CONTRACTING, INC.**

**ROC-089744**

Contract Type: Wet Utility Pipeline Projects  
 Job Order No. To Be Determined  
 City Project Mgr: Kelly Hargadin  
 Fee Type: GMP  
 Location: \_\_\_\_\_  
 Job Title: McRae Way Waterline Project - 161703

City Project No.: To Be Determined  
 Contractor's Job No.: 4325-001  
 Prepared by: Bruce Balls  
 Date: 9/2/2016  
 Revision: 9/28/2016

Description of Work to be Performed Waterline and Service Replacements (See "Project Scope")  
 (supporting information attached):

**SECTION A: LABOR (inclusive of burden)**

Position	Unit	Quantity
Project Manager	Hours	40.0
Superintendent	Hours	96.0
Foreman	Hours	257.0
Operator	Hours	210.0
Track Hoe/Loader Operator	Hours	244.5
Laborer	Hours	447.5
Pipe Layer	Hours	333.5
Truck Driver	Hours	258.0

Labor Cost		Position
Each	Total	Total
\$ 67.60	\$ 2,704.00	\$ 2,704.00
\$ 64.60	\$ 6,201.60	\$ 6,201.60
\$ 51.60	\$ 13,261.20	\$ 13,261.20
\$ 30.00	\$ 6,300.00	\$ 6,300.00
\$ 36.10	\$ 8,826.45	\$ 8,826.45
\$ 24.00	\$ 10,740.00	\$ 10,740.00
\$ 31.00	\$ 10,338.50	\$ 10,338.50
\$ 29.20	\$ 7,533.60	\$ 7,533.60
<b>Total Labor Cost</b>		<b>\$ 65,905.35</b>

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

Item	Unit	Quantity
Project Manager's Truck	Hours	40.0
Superintendent's Truck	Hours	96.0
Foreman's Truck	Hours	257.0
Crew Truck	Hours	128.5
Komatsu PC156	Hours	68.0
Rubber Tire Backhoe 420D	Hours	330.0
Bobcat (W)	Hours	70.0
Jump Jack Compactor @ \$50 per day	Hours	257.5
Cat IT28G Loader	Hours	120.0
Water Truck	Hours	88.0
10 Wheeler	Hours	163.0
CAT CC-34, 3-5Ton Roller	Hours	35.0
Transport	Hours	10.0

Equipment		Item
Each	Total	Total
\$ 15.30	\$ 612.00	\$ 612.00
\$ 15.30	\$ 1,468.80	\$ 1,468.80
\$ 27.76	\$ 7,134.32	\$ 7,134.32
\$ 27.76	\$ 3,567.16	\$ 3,567.16
\$ 71.78	\$ 4,881.04	\$ 4,881.04
\$ 40.62	\$ 13,470.60	\$ 13,470.60
\$ 36.53	\$ 2,557.10	\$ 2,557.10
\$ 6.73	\$ 1,732.98	\$ 1,732.98
\$ 51.24	\$ 6,148.80	\$ 6,148.80
\$ 33.75	\$ 2,970.00	\$ 2,970.00
\$ 88.56	\$ 14,435.28	\$ 14,435.28
\$ 28.09	\$ 983.15	\$ 983.15
\$ 73.09	\$ 730.90	\$ 730.90
<b>Total Equipment Cost</b>		<b>\$ 60,682.13</b>

# City of Glendale Job Order Cost Proposal ROUGH ORDER OF MAGNITUDE



**CONTRACTOR NAME:**

**B & F CONTRACTING, INC.**

**ROC-089744**

Contract Type: Wet Utility Pipeline Projects  
 Job Order No. To Be Determined  
 City Project Mgr: Kelly Hargedon  
 Fee Type: GMP  
 Location: \_\_\_\_\_  
 Job Title: McRae Way Waterline Project - 161703

City Project No.: To Be Determined  
 Contractor's Job No.: 4325-001  
 Prepared by: Bruce Balls  
 Date: 9/2/2016  
 Revision: 9/28/2016

**SECTION C: MATERIALS**

Item	Unit	Quantity
ABC	TN	1,058.0
Aggergate	TN	2.0
Asphalt 1/2"	TN	150.0
Tack Oil	LS	1.0
Concrete	LF	120.0
Concrete	CY	45.5
Concrete	LS	1.0
Concrete	LF	30.0
Reber	LS	1.0
1 sack Slurry	CY	10.0
Misc. Water Line Fittings	LS	1.0
Fire Hydrants	EA	3.0
Misc. Water Line Tie-in Materials	EA	5.0
1" Copper Pipe	LF	300.0
6" DIP	LF	100.0
8" DIP	LF	1,380.0
1/2 Sack ABC Slurry	CY	3.0
6" Gate Valve	EA	3.0
8" Gate Valve	EA	2.0
Misc. Gate Valve Fittings	EA	5.0
1" Water Meter Service	EA	30.0

Material	Item	
	Each	Total
\$ 11.00	\$ 11,638.00	\$ 11,638.00
\$ 15.00	\$ 30.00	\$ 30.00
\$ 70.00	\$ 10,500.00	\$ 10,500.00
\$ 50.00	\$ 50.00	\$ 50.00
\$ 5.00	\$ 600.00	\$ 600.00
\$ 93.75	\$ 4,265.63	\$ 4,265.63
\$ 300.00	\$ 300.00	\$ 300.00
\$ 15.00	\$ 450.00	\$ 450.00
\$ 480.00	\$ 480.00	\$ 480.00
\$ 65.00	\$ 650.00	\$ 650.00
\$ 5,085.00	\$ 5,085.00	\$ 5,085.00
\$ 1,500.00	\$ 4,500.00	\$ 4,500.00
\$ 150.00	\$ 750.00	\$ 750.00
\$ 3.00	\$ 900.00	\$ 900.00
\$ 10.25	\$ 1,025.00	\$ 1,025.00
\$ 12.60	\$ 17,388.00	\$ 17,388.00
\$ 65.00	\$ 195.00	\$ 195.00
\$ 450.00	\$ 1,350.00	\$ 1,350.00
\$ 650.00	\$ 1,300.00	\$ 1,300.00
\$ 200.00	\$ 1,000.00	\$ 1,000.00
\$ 183.33	\$ 5,499.90	\$ 5,499.90
<b>Total Material Cost</b>		<b>\$ 67,966.53</b>

**SECTION D: SUBCONTRACTORS & CONSULTANTS**

Company	Description of Work to be Performed	Item Total
SouthWest/NBC/Bob's	Barricades for traffic Control \$5,000.00	1 \$ 5,000.00
TSR or United	Plates \$3,500.00	1 \$ 3,500.00
TSR or United	Shoring \$300.00	1 \$ 300.00
ltd	Construction Yard Rental \$600.00	1 \$ 600.00
Waste Management	Dumpster & Disposal \$500.00	1 \$ 500.00
A-Company	Porto-Johns \$145.00	2 \$ 290.00
All Pro Fence	Temp Fence \$75.00	4 \$ 300.00
City of Glendale	Construction Water \$1,000.00	1 \$ 1,000.00
ARGUS	SWPPP \$2,900.00	1 \$ 2,900.00
Strand	Engineering \$52,100.00	1 \$ 52,100.00
Strand	Construction Staking \$3,000.00	1 \$ 3,000.00
ALPHA	Materials Testing \$3,445.00	1 \$ 3,445.00
ltd	Saw Cut \$3,025.00	1 \$ 3,025.00
American Asphalt & Paving	Slurry Seal \$10,225.00	1 \$ 10,225.00
echologics	Specialized Existing Pipe Testing \$15,550.00	1 \$ 15,550.00
PEC	Engineering Specialized Testing \$1,555.00	1 \$ 1,555.00
<b>Total Subcontractor Cost</b>		<b>\$103,290.00</b>

# City of Glendale Job Order Cost Proposal ROUGH ORDER OF MAGNITUDE



**CONTRACTOR NAME:** B & F CONTRACTING, INC. **ROC-089744**

Contract Type: Wet Utility Pipeline Projects  
 Job Order No. To Be Determined  
 City Project Mgr: Kelly Hargadin  
 Fee Type: GMP  
 Location: \_\_\_\_\_  
 Job Title: McRae Way Waterline Project - 161703

City Project No.: To Be Determined  
 Contractor's Job No.: 4325-001  
 Prepared by: Bruce Bails  
 Date: 9/2/2016  
 Revision: 10/8/2016

OVERHEAD: 6.0000% (% to be taken from matrix)  
 PROFIT: 6.0000% (% to be taken from matrix)  
 Subtotal General Contractor Costs (A+B+C): \$194,554.00  
 O&P (12% of A+C): 12.0000% \$16,063.43  
 Total General Contractor Costs including O&P: \$210,617.43

A + C \$ 133,861.88

Subtotal Subcontractor Costs (D) No O&P: \$103,290.00  
 Subcontractor Profit 5.00% \$5,164.50  
 Total Subcontractor Costs including 5%: \$108,454.50

TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit): \$319,071.93  
 Insurance Costs @ 1.00% \$3,190.72  
 Bond Costs @ 1.50% \$4,786.08  
 Sales Tax-Glendale Tax 9.2% 9.20% \$8,627.67  
 Tax Credit to City for WL Material 4" + 9.20% (\$2,831.76)

(% to be taken from matrix)  
 (% to be taken from matrix)  
 C WL Material 4" + \$93,779.03  
 \$30,780.00

Subtotal Job Cost: \$332,844.63

Contingencies \$50,000.00

Prior Authorization from City of Glendale is Required.

**TOTAL JOB COST: \$382,844.63**

Submitted by:   
 Name, Title  
 Bruce Bails / Project Director

10/6/2016  
 Date

# **Section 4:**

# **Schedule**

# City of Glendale Utility JOC - McCrae Water Line Replacement 9.2.2016

Task Name: McCrae Water Line Replacement  
 Duration: 22 days  
 Start: Dec 4, '16  
 End: Jan 25, '17  
 Dec 11, '16  
 Dec 18, '16  
 Dec 25, '16  
 Jan 1, '17  
 Jan 8, '17  
 Jan 15, '17  
 Jan 22, '17  
 Feb 5, '17  
 Feb 12, '17  
 Feb 19, '17  
 Feb 26, '17  
 Mar 5, '17

Task ID	Task Name	Duration	Start	End	Notes
1	Notice to Proceed	1 day	Thu 12/04/16	12/04/16	Notice to Proceed 12/04/16
2	Material Submittals & Approvals	14 days	Thu 12/04/16	12/18/16	Material Submittals & Approvals 12/27
3	Order Material	5 days	Wed 12/23/16	12/28/16	Order Material 12/28
4	Mobilization	2 days	Wed 12/23/16	12/25/16	Mobilization 12/23
5	Pothole Utilities	3 days	Fri 12/25/16	12/28/16	Pothole Utilities 12/28
6	Installation of 8" DP Waterline	10 days	Wed 1/11/17	1/18/17	Installation of 8" DP Waterline 1/11
7	Inlet Water Services	4 days	Fri 1/20/17	1/23/17	Inlet Water Services 1/23
8	Installation of Fire Hydrants	2 days	Mon 1/23/17	1/24/17	Installation of Fire Hydrants 1/23
9	Pavement Replacement	3 days	Thu 1/26/17	1/29/17	Pavement Replacement 1/26
10	Pressure Test & Chlorination of Waterline	5 days	Thu 1/26/17	1/31/17	Pressure Test & Chlorination of Waterline 1/26
11	Tie In New Waterline to Existing	2 days	Thu 2/2/17	2/3/17	Tie In New Waterline to Existing 2/2
12	Tie Over New Water Services	4 days	Mon 2/20/17	2/23/17	Tie Over New Water Services 2/20
13	Cut, Plug and Abandon Existing Waterline	3 days	Fri 2/10/17	2/13/17	Cut, Plug and Abandon Existing Waterline 2/10
14	Concrete Replacement	2 days	Wed 2/15/17	2/17/17	Concrete Replacement 2/15
15	Complete Pavement Replacement	3 days	Fri 2/17/17	2/20/17	Complete Pavement Replacement 2/17
16	Asphalt Barry Seal Streets	3 days	Wed 2/22/17	2/25/17	Asphalt Barry Seal Streets 2/22
17	General Clean Up	3 days	Mon 2/27/17	2/28/17	General Clean Up 2/27
18	Final Punch List	2 days	Thu 3/2/17	3/3/17	Final Punch List 3/2
19	Project Complete - Demobilization	1 day	Fri 3/03/17	3/03/17	Project Complete - Demobilization 3/03

Project Summary

Task Split Milestone Summary

Project Summary

External Milestone

Internal Milestone

Inactive Milestone

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Milestone

External Milestone

Critical

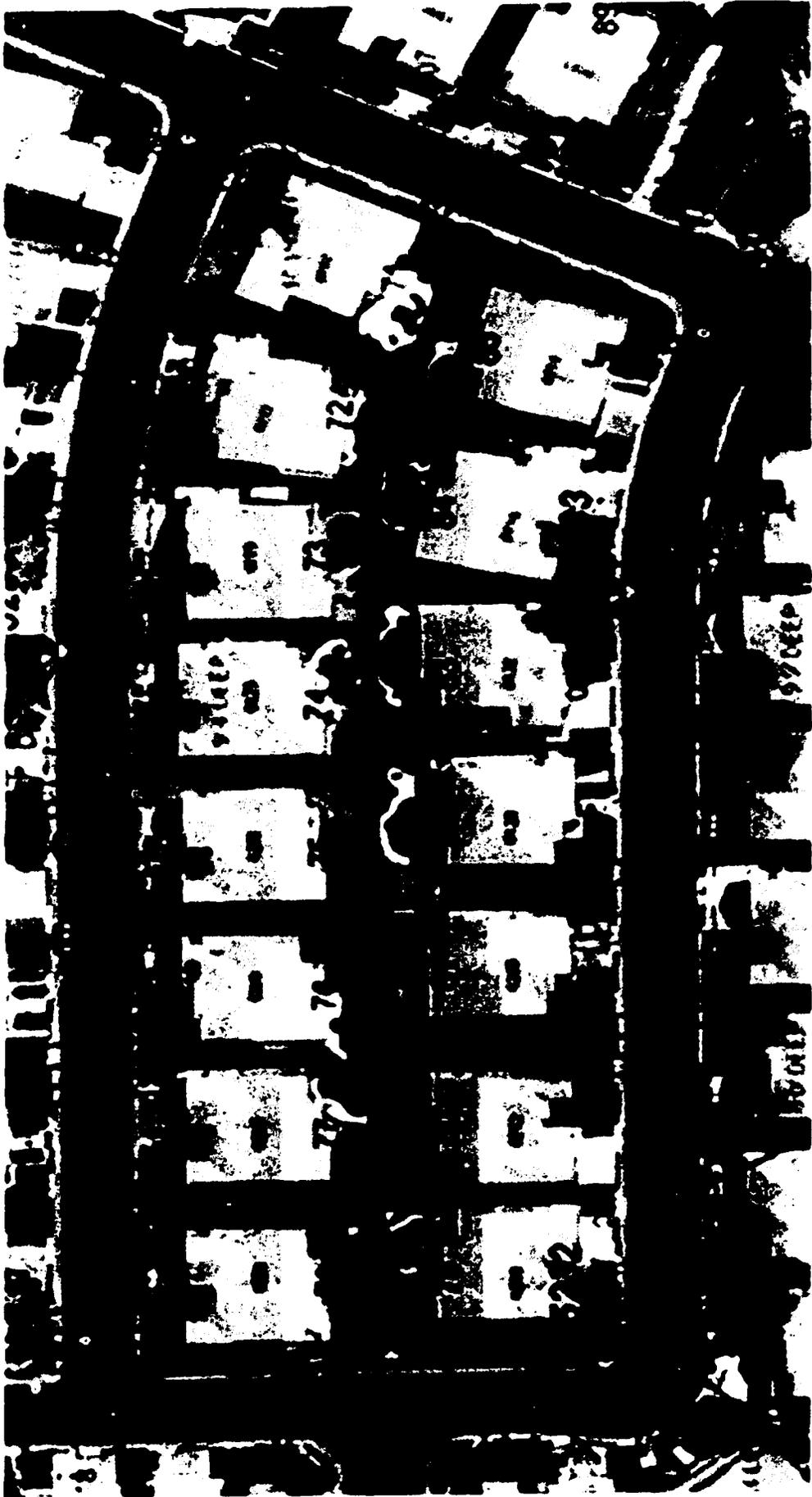
Critical Split

Progress

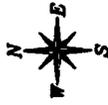
Deadline

Page 1

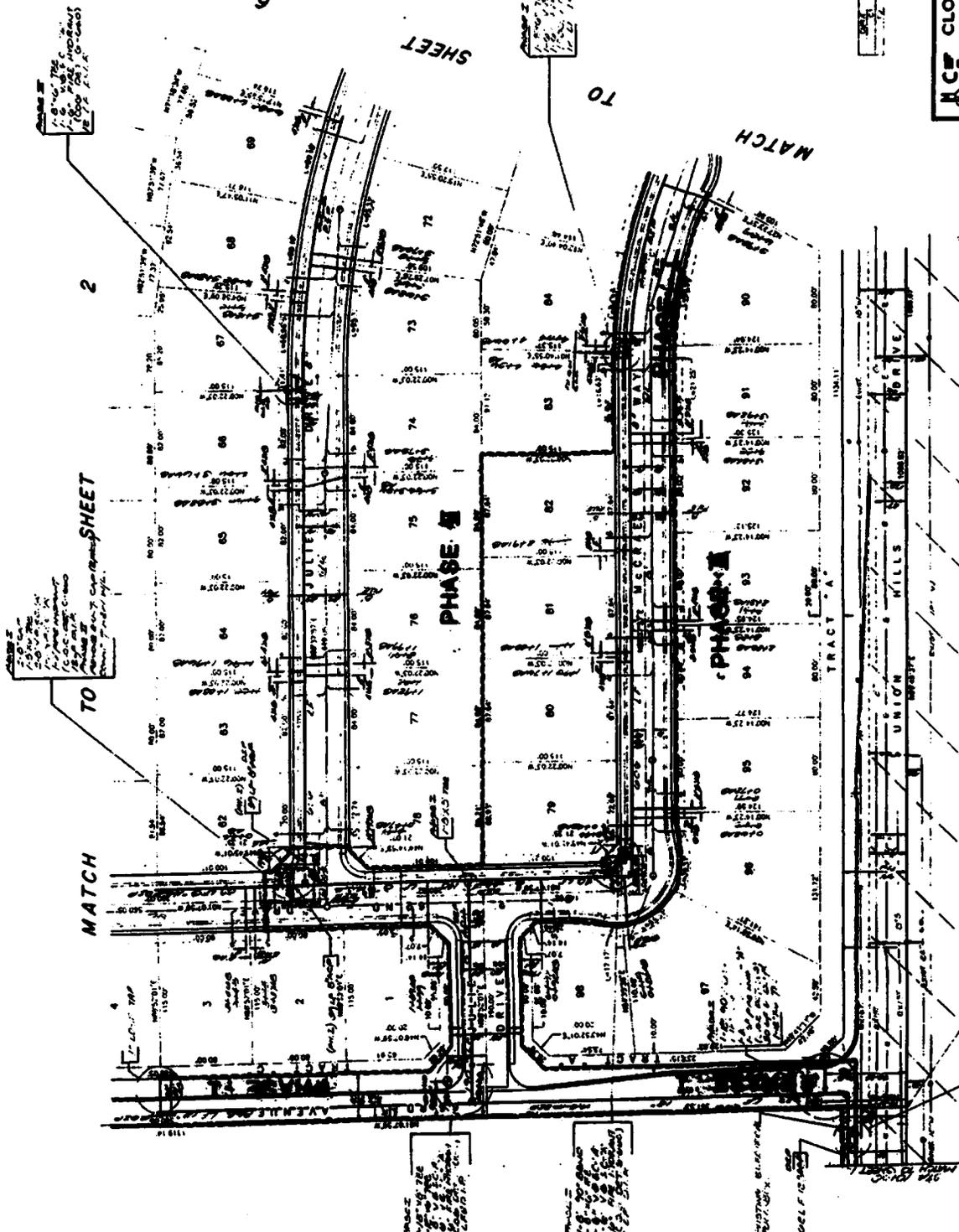
**Section 5:**  
**Original Project**  
**As-Builts**







1"=40'



TO SHEET 2

TO SHEET 6

MATCH

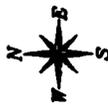
MATCH

	<b>HCE CLOUSE ENGINEERING, INC.</b> CONSULTING AND SURVEYING 2415 SOUTH MAIN STREET TULSA, OKLA. 74106	DATE: 8/11/94	SHEET 5 OF 6
		PROJECT NO.: 941202	

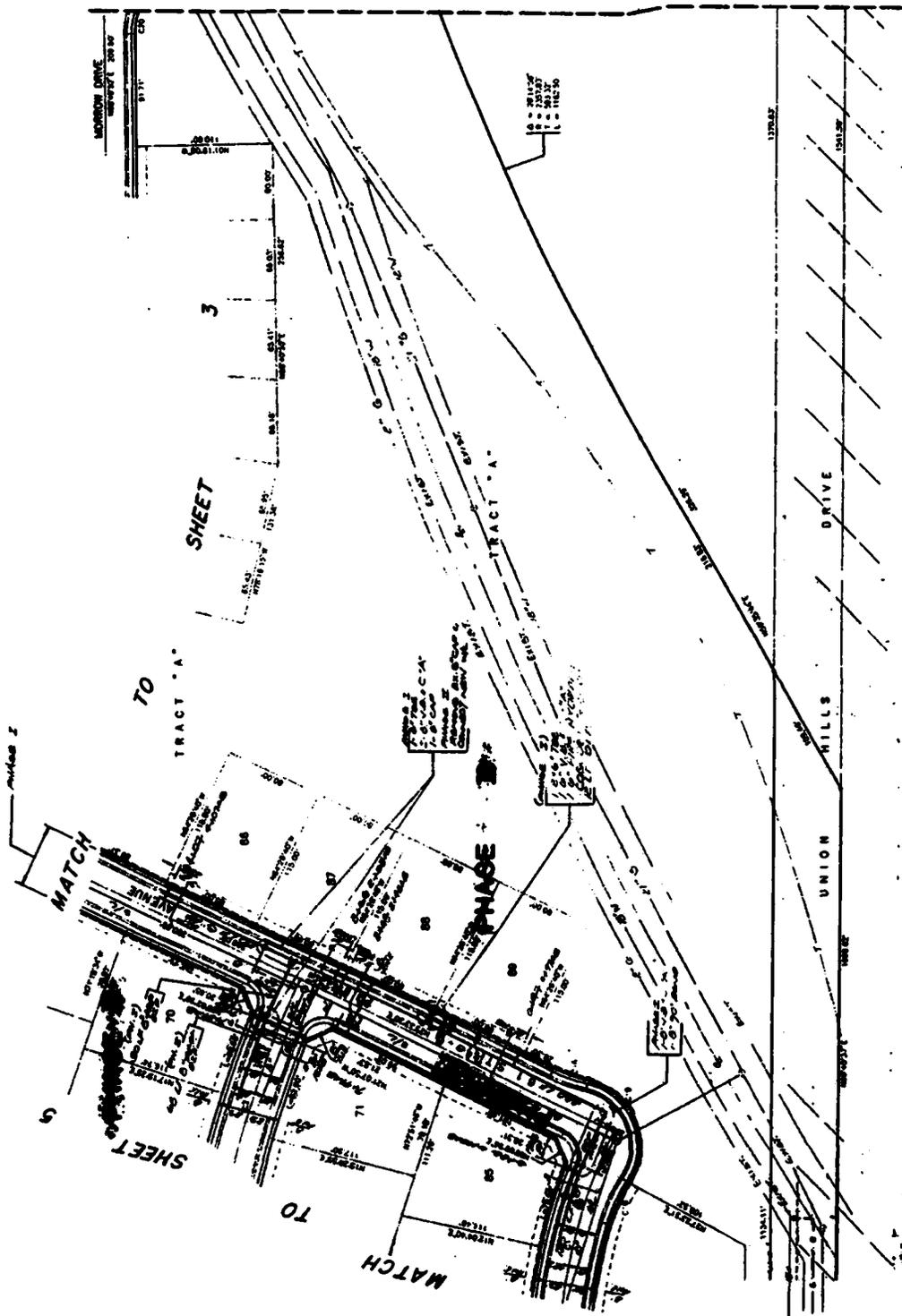
**WATER PLAN  
COPPERCREST**

**18267**

DATE: 8/11/94  
PROJECT NO.: 941202



1"=40'



<p><b>H.C.E. CLOUSE ENGINEERING, INC.</b>          ENGINEERING AND SURVEYING          1015 SOUTH MAIN STREET          CUMMINGS, MISSOURI 64701          PHONE: (816) 435-1100</p>	<p>DATE: 11-11-94          DRAWN BY: J.E.C.          CHECKED BY: J.E.C.          PROJECT NO.: 981202</p>
	<p>18268</p>
<p><b>WATER PLAN</b>  <b>COPPERCREST</b></p>	



18268

**Section 6:**  
**Sample Peoria**  
**JOC Documents**

**P14-0062A - JOC for Wet Utility Pipeline Projects**  
**Company Name: B&F Contracting**



May 6, 2014

ROC-089744

JOC Pricing Matrix	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1M	\$1M to \$2M	\$2M to \$3M
<b>Indirect Cost of the Work</b>						
GC Overhead	7.00%	7.00%	6.00%	6.00%	6.00%	5.50%
GC Profit	6.00%	6.00%	6.00%	6.00%	5.50%	5.00%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	1.50%	1.50%	1.50%	1.50%	1.45%	1.00%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
<b>Total Indirect Cost %</b>	<b>25.77%</b>	<b>25.77%</b>	<b>24.77%</b>	<b>24.77%</b>	<b>24.22%</b>	<b>22.77%</b>





# **Section 7:**

# **Quotes**

**B & F Contracting, Inc**

Project: McCrae Way Water Line Replacement

Location: McCrae Way

City: Glendale

Bid Date: JOC

Document Name: 4325-001

HP

Bid Item	Description	Qua.	Unit Price	Extension
<b>McCrae, 61 Ave, 62 Ave</b>				
<b><u>8" Waterline</u></b>				
	8" PC-350 TJ DIP	1346 LF	12.59	16,946.14
			<b>Total</b>	<b>16,946.14</b>
<b><u>8" Fittings</u></b>				
	Polywrap For 8" DIP	1360 LF	0.26	353.60
	Poly Tape	10 Roll	3.10	31.00
	8" x8" MJ Tee	3 EA	116.27	348.81
	8" MJ 90 Bend	2 EA	77.81	155.62
	8" MJ Solid Stave	3 EA	79.14	237.42
	8" Megalug For DIP	19 EA	32.63	619.97
	8" MJ Acc Set Less Glands	19 EA	17.31	328.89
			<b>Total</b>	<b>2,075.31</b>
<b><u>6" DIP FH Run</u></b>				
	6" PC-350 TJ DIP	72 EA	9.69	697.68
			<b>Total</b>	<b>697.68</b>
<b><u>Fire Hydrant Assemblies</u></b>				
	8"x6" MJ X Fig Tee	3 EA	107.87	323.61
	3'6" Bury Fire Hydrant	3 EA	1,491.83	4,475.49
	6" MJ 90 Bend (For Low Ppipe)	6 EA	53.49	320.94
	6" Megalug For DIP	15 EA	21.38	320.70
	6" MJ Acc Set Less Glands	6 EA	15.86	95.16
	8" Megalug For DIP	6 EA	32.63	195.78
	8" MJ Acc Set Less Glands	6 EA	17.31	103.86
			<b>Total</b>	<b>5,835.54</b>
<b><u>6" FH Valve</u></b>				
	6" Fig X MJ Valve	3 EA	403.06	1,209.18
	VB Monument	3 EA	34.30	102.90
	Drop In Lid	3 EA	12.46	37.38
	8" C900 PVC	15 LF	5.61	84.15

Conc Valve Base	3 EA	13.73	41.19
6" Fig Bolt Set	3 EA	7.39	22.17
6" Fig Gasket	3 EA	2.13	6.39
6" Megalug For DIP	3 EA	21.38	64.14
6" MJ Acc Set Less Gland	3 EA	15.86	47.58

**Total 1,615.08**

**8" FH Valve**

8" X MJ Valve	2 EA	634.00	1,268.00
VB Monument	2 EA	34.30	68.60
Drop In Lid	2 EA	12.46	24.92
8" C900 PVC	10 LF	5.61	56.10
Conc Valve Base	2 EA	13.73	27.46
8" Megalug For DIP	4 EA	32.63	130.52
8" MJ Acc Set Less Gland	4 EA	17.31	69.24

**Total 1,644.84**

**1" Water Service Long Side**

**Tie Existing Pipe Into New Waterline**

8" X 1" Saddle	14 EA	94.51	1,323.14
1" Service Corp	14 EA	45.40	635.60

**Total 1,958.74**

**1" Water Service Short Side**

**Install New Pipe Frm Waterline To**

**Existing Meter**

8" X 1" Saddle	10 EA	94.51	945.10
1" Service Corp	10 EA	45.40	454.00
1" Meter Stop	10 EA	84.01	840.10
1" K-Soft Copper	250 LF	2.97	742.50

**Total 2,981.70**

**Add Alternate  
Julie Drive**

**8" Waterline**

8" PC-350 TJ DIP	724 LF	12.59	9,115.16
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**Total 9,115.16**

**8" Fittings**

Polywrap For 8" DIP	1020 LF	0.26	265.20
Poly Tape	3 Roll	9.30	27.90

**Total 293.10**

**6" DIP FH Run**

6" PC-350 TJ DIP	24 EA	9.69	232.56
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		<b>Total</b>	<b>232.56</b>
<b><u>Fire Hydrant Assemblies</u></b>			
8"x6" MJ X Fig Tee	1 EA	107.87	107.87
3'6" Bury Fire Hydrant	1 EA	1,491.83	1,491.83
6" MJ 90 Bend (For Low Ppipe)	2 EA	53.49	106.98
6" Megalug For DIP	5 EA	21.38	106.90
6" MJ Acc Set Less Glands	5 EA	15.86	79.30
8" Megalug For DIP	2 EA	32.63	65.26
8" MJ Acc Set Less Glands	2 EA	17.31	34.62
		<b>Total</b>	<b>1,992.76</b>
<b><u>6" FH Valve</u></b>			
6" Fig X MJ Valve	1 EA	403.06	403.06
VB Monument	1 EA	34.30	34.30
Drop In Lid	1 EA	12.46	12.46
8" C900 PVC	5 LF	5.61	28.05
Conc Valve Base	1 EA	13.73	13.73
6" Fig Bolt Set	1 EA	7.39	7.39
6" Fig Gasket	1 EA	2.13	2.13
6" Megalug For DIP	1 EA	21.38	21.38
6" MJ Acc Set Less Gland	1 EA	15.86	15.86
		<b>Total</b>	<b>538.36</b>
<b><u>8" Valve</u></b>			
8" X MJ Valve	2 EA	634.00	1,268.00
VB Monument	2 EA	34.30	68.60
Drop In Lid	2 EA	12.46	24.92
8" C900 PVC	10 LF	5.61	56.10
Conc Valve Base	2 EA	13.73	27.46
8" Megalug For DIP	4 EA	32.63	130.52
8" MJ Acc Set Less Gland	4 EA	17.31	69.24
		<b>Total</b>	<b>1,644.84</b>
<b><u>1" Water Service Long Side</u></b>			
<b><u>Tie Existing Pipe Into New Waterline</u></b>			
8" X 1" Saddle	8 EA	94.51	756.08
1" Service Corp	8 EA	45.40	363.20
		<b>Total</b>	<b>1,119.28</b>
<b><u>1" Water Service Short Side</u></b>			
<b><u>Install New Pipe Frm Waterline To</u></b>			
<b><u>Existing Meter</u></b>			
8" X 1" Saddle	9 EA	94.51	850.59
1" Service Corp	9 EA	45.40	408.60

1" Meter Stop	9 EA	84.01	756.09
1" K-Soft Copper	300 LF	2.97	891.00
		<b>Total</b>	<b>2,906.28</b>
		<b>Gr Total</b>	<b>51,597.37</b>

S2724231.1

ORDER TO:  
 FWC BRANCH 9  
 4863 E. INGRAM ST.  
 MESA, AZ 85205

\*\* QUOTATION \*\*  
 Quote #: S2724231  
 P/O # : MCCRAE WAY  
 Printed: 08/22/16  
 Page # : 1 of 9

QUOTE TO:  
 B&F CONTRACTING INC  
 11011 N. 23RD AVENUE  
 PHOENIX, AZ 85029

SHIP TO:  
 E: B&F CONT - GENERAL  
 11011 N. 23RD AVENUE  
 PHOENIX, AZ 85029

Quoted for JERRY	Quote Date 08/22/16	Expr Date 10/06/16	Ship Via OT1 - TODAY	Frght No	Warehouse Shp 9	Prc 9
Writer Corina Nimmo	Salesperson Corina Nimmo	Release #	Terms C.NET 25TH			

Quote Qty *	Part #	Product Description	Net Prc	Ext Prc
	MCCRAE	WAY WATER LINE REPLACEMENT GLENDALE AZ JOC 4325-001 ***** MCCRAE, 61ST AVE , 62' AV ***** 8" WATERLINE ***** *****		
1346ft	1356478	DITJ8350 8" PC350 TYTON JOINT DUCTILE IRON PIPE	13.974	18809.00
		Subtotal -----		18809.00
		***** 8" FITTINGS ***** *****		
1346ft	1476572	PW6/8BLK-340 20" BLACK POLYWRAP FOR 6" OR 8" DIP PERFORATED 20 FOOT (340FT ROLL)	0.375	505.15
10ea	5216	T17-102 / P9052-R / T2100 POLY TAPE 2" 10MIL	5.804	58.04
3ea	1356939	MJT0808 8" TEE : MJ X MJ 18=CRT	122.733	368.20
2ea	1356789	MJB9008 8" BEND : MJ X MJ 90 (1/4) 18=CRT	82.133	164.27
3ea	1357322	MJSL08 8" MJ LONG SLEEVE 27=CRT	83.533	250.60
19ea	1356535	TUFG RIP-08 / 113836 / BLACK TYLER 8" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	28.636	544.08
19ea	1357447	MJBG08 / 6630.08MP 8" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND ** (3/4" X 4" T-HEAD BOLTS)	11.200	212.80

S2724231.1

Subtotal -----

2103.14

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6" DIP FH RUN

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72ft 1356476

DITJ6350  
6" PC350 TYTON JOINT DUCTILE IRON  
PIPE

10.711

771.21

Subtotal -----

771.21

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FIRE HYDRANT ASSEMBLIES

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3ea 1357025

MJFT0806  
8"X6" TEE : MJ X FLANGE 18=CRT

113.867

341.60

3ea 1381762

FH36GLND-M / 423-535098  
3'6" BURY MUELLER 5-1/4 SUPER

1572.743

4718.23

CENTURION OL 3-WAY HYDRANT,  
1 - 3-3/4" PHX PUMPER NOZZLE,  
2 - 2-1/2" NST HOSE NOZZLES,  
1-1/2" PENT, OL, 6" MJ SHOE L/ACC,  
COLOR YELLOW, STENCIL-GLENDALE, AZ

6ea 1356788

MJB9006  
6" BEND : MJ X MJ 90 (1/4) 36=CRT

56.467

338.80

15ea 1356534

TUFGRIP-06 / 113829 / BLACK  
TYLER 6" IMPORT SERIES 1000  
MECHANICAL JOINT WEDGE TYPE  
RESTRAINT FOR DUCTILE IRON PIPE  
(COLOR BLACK)

19.111

286.67

15ea 1357446

MJBG06 / 6630.06MP  
6" MJ BOLT PACK SET W / MJ GASKET,  
T-HEAD BOLT & NUT \*\* LESS GLAND \*\*

10.267

154.00

6ea 1356535

TUFGRIP-08 / 113836 / BLACK  
TYLER 8" IMPORT SERIES 1000  
MECHANICAL JOINT WEDGE TYPE  
RESTRAINT FOR DUCTILE IRON PIPE  
(COLOR BLACK)

28.636

171.81

6ea 1357447

MJBG08 / 6630.08MP  
8" MJ BOLT PACK SET W / MJ GASKET,  
T-HEAD BOLT & NUT \*\* LESS GLAND \*\*  
(3/4" X 4" T-HEAD BOLTS)

11.200

67.20

Subtotal -----

6078.31

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6" FH VALVE

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3ea 1485105

GV6FM-US-9306-350 /060ASP119LN-9306  
US PIPE 6" FL X MJ RWGV, OL, W/ OP  
NUT, EPDM WEDGE, 304 SS TRIM W/  
EVERDUR STEM, L/ACC, 350 PSI DESIGN  
060AUSP119LN-9306

515.175

1545.52

3ea 1358127

198MO  
198 MONUMENT BODY ONLY

36.427

109.28

3ea 1358128

198WL  
198 MONUMENT LID ONLY MARKED WATER

14.160

42.48

15ft 1356705

8C900DR18-20  
8" CLASS 235 DR-18 GASKETED PVC  
WATER PIPE 20'

7.566

113.49

		S2724231.1	
3ea	1359743	VBCB / 0102110 CONCRETE BASE	14.211      42.63
3ea	1358794	6FFG18 6" NEOPRENE FULL FACE GASKETS 1/8"	2.573      7.72
3ea	1358802	6FBNS / 8FBNS / 0608GNBH 6" & 8" FLG BOLT & NUT CAD SETS	10.309      30.93
3ea	1356534	(8) 3/4" X 3 1/2" BOLTS & NUTS TUFGRIP-06 / 113829 / BLACK TYLER 6" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	19.111      57.33
3ea	1357446	MJBG06 / 6630.06MP 6" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND **	10.267      30.80
Subtotal -----			1980.18
* *****			
*****			
8" FH VALVE			
*****			
*****			
2ea	1485093	GV8M-US-9306-350 /080AUSP123LN-9306 US PIPE 8" MJ X MJ RWGV, OL, W/ OP NUT, EPDM WEDGE, 304 SS TRIM, W/ EVERDUR STEM, L/ACC, 350 PSI DESIGN 080AUSP123LN-9306	820.507      1641.01
2ea	1358127	198MO 198 MONUMENT BODY ONLY	36.427      72.85
1ea	1358128	198WL 198 MONUMENT LID ONLY MARKED WATER	14.160      14.16
10ft	1356705	8C900DR18-20 8" CLASS 235 DR-18 GASKETED PVC WATER PIPE 20'	7.566      75.66
2ea	1359743	VBCB / 0102110 CONCRETE BASE	14.211      28.42
4ea	1356535	TUFGRIP-08 / 113836 / BLACK TYLER 8" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	28.636      114.54
4ea	1357447	MJBG08 / 6630.08MP 8" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND ** (3/4" X 4" T-HEAD BOLTS)	11.200      44.80
Subtotal -----			1991.44
* *****			
*****			
1" WATER SERVICE LONG SIDE			
*****			
*****			
14ea	1362702	BR2B0899IP1 8X1 IP MUELLER SADDLE DBL STRAP BRONZE AC/DIP 8.99-9.67	100.669      1409.37
14ea	1439288	P-25028-N-1 MUELLER 1" BALL CORP MIP THREAD X PACK JOINT FOR CTS OR PE PLASTIC TUBING CTS "LOW LEAD"	46.815      655.41
Subtotal -----			2064.78
* *****			

S2724231.1

\*\*\*\*\*  
1" WATER SERVICE SHORT SIDE  
\*\*\*\*\*

10ea	1362702	BR2B0899IP1	100.669	1006.69
		8X1 IP MUELLER SADDLE DBL STRAP		
		BRONZE AC/DIP 8.99-9.67		
10ea	1439288	P-25028-N-1	46.815	468.15
		MUELLER 1" BALL CORP MIP THREAD X		
		PACK JOINT FOR CTS OR PE PLASTIC		
		TUBING CTS "LOW LEAD"		
10ea	1447760	P-24258-N-1	90.064	900.64
		MUELLER 1" BALL ANGLE STOP CTS PACK		
		JOINT X METER SWIVEL NUT "LOW LEAD"		
60ft	6893	1K60	3.287	197.20
		1 X 60' K SOFT COPPER		
200ft	6891	1K100	3.287	657.34
		1 X 100' K SOFT COPPER		

subtotal ----- 3230.02

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ADD ALTERNATE  
\*\*\*\*\*  
\*\*\*\*\*  
JULIE DRIVE  
\*\*\*\*\*  
\*\*\*\*\*  
8" WATERLINE  
\*\*\*\*\*  
\*\*\*\*\*

724ft	1356478	DITJ8350	13.974	10117.18
		8" PC350 TYTON JOINT DUCTILE IRON		
		PIPE		

subtotal ----- 10117.18

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\*\*\*\*\*  
8" FITTINGS  
\*\*\*\*\*  
\*\*\*\*\*  
PW6/8BLK-340  
20" BLACK POLYWRAP FOR 6" OR 8" DIP  
PERFORATED 20 FOOT (340FT ROLL)  
T17-102 / P9052-R / T2100  
POLY TAPE 2" 10MIL

724ft	1476572	PW6/8BLK-340	0.375	271.72
		20" BLACK POLYWRAP FOR 6" OR 8" DIP		
		PERFORATED 20 FOOT (340FT ROLL)		
3ea	5216	T17-102 / P9052-R / T2100	5.804	17.41
		POLY TAPE 2" 10MIL		

subtotal ----- 289.13

\* \*\*\*\*\*

\*\*\*\*\*  
6" DIP FH RUN  
\*\*\*\*\*  
\*\*\*\*\*  
DITJ6350  
6" PC350 TYTON JOINT DUCTILE IRON  
PIPE

36ft	1356476	DITJ6350	10.478	377.22
		6" PC350 TYTON JOINT DUCTILE IRON		
		PIPE		

subtotal ----- 377.22

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\*\*\*\*\*  
FIRE HYDRANT ASSEMBLIES  
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		S2724231.1		
1ea	1357025	MJFT0806 8"X6" TEE : MJ X FLANGE 18=CRT	113.867	113.87
1ea	1381762	FH36GLND-M / 423-535098 3'6" BURY MUELLER 5-1/4 SUPER CENTURION OL 3-WAY HYDRANT, 1 - 3-3/4" PHX PUMPER NOZZLE, 2 - 2-1/2" NST HOSE NOZZLES, 1-1/2" PENT, OL, 6" MJ SHOE L/ACC, COLOR YELLOW, STENCIL-GLENDALE, AZ	1572.743	1572.74
2ea	1356788	MJB9006 6" BEND : MJ X MJ 90 (1/4) 36=CRT	56.467	112.93
5ea	1356534	TUFGRIP-06 / 113829 / BLACK TYLER 6" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	19.111	95.56
5ea	1357446	MJBG06 / 6630.06MP 6" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND **	10.267	51.33
2ea	1356535	TUFGRIP-08 / 113836 / BLACK TYLER 8" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	28.636	57.27
2ea	1357447	MJBG08 / 6630.08MP 8" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND ** (3/4" X 4" T-HEAD BOLTS)	11.200	22.40

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Subtotal ----- 2026.10

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		6" FH VALVE		
1ea	1485105	GV6FM-US-9306-350 /060ASP119LN-9306 US PIPE 6" FL X MJ RWGV, OL, W/ OP NUT, EPDM WEDGE, 304 SS TRIM W/ EVERDUR STEM, L/ACC, 350 PSI DESIGN 060AUSP119LN-9306	515.175	515.17
1ea	1358127	198MO 198 MONUMENT BODY ONLY	36.427	36.43
1ea	1358128	198WL 198 MONUMENT LID ONLY MARKED WATER	14.160	14.16
1ea	1359743	VBCB / 0102110 CONCRETE BASE	14.211	14.21
5ft	1356705	8C900DR18-20 8" CLASS 235 DR-18 GASKETED PVC WATER PIPE 20'	7.566	37.83
1ea	1358794	6FFG18 6" NEOPRENE FULL FACE GASKETS 1/8"	2.573	2.57
1ea	1358802	6FBNS / 8FBNS / 0608GNBH 6" & 8" FLG BOLT & NUT CAD SETS (8) 3/4" X 3 1/2" BOLTS & NUTS	10.309	10.31
1ea	1356534	TUFGRIP-06 / 113829 / BLACK TYLER 6" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	19.111	19.11
1ea	1357446	MJBG06 / 6630.06MP 6" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND **	10.267	10.27

S2724231.1

Subtotal -----

660.06

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8" VALVE

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2ea	1485093	GV8M-US-9306-350 /080AUSP123LN-9306 US PIPE 8" MJ X MJ RWGV, OL, W/ OP NUT, EPDM WEDGE, 304 SS TRIM, W/ EVERDUR STEM, L/ACC, 350 PSI	820.507	1641.01
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2ea	1358127	DESIGN 080AUSP123LN-9306 198MO 198 MONUMENT BODY ONLY	36.427	72.85
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2ea	1358128	198WL 198 MONUMENT LID ONLY MARKED WATER	14.160	28.32
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10ft	1356705	8C900DR18-20 8" CLASS 235 DR-18 GASKETED PVC WATER PIPE 20'	7.566	75.66
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2ea	1359743	VBCB / 0102110 CONCRETE BASE	14.211	28.42
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4ea	1356535	TUFG RIP-08 / 113836 / BLACK TYLER 8" IMPORT SERIES 1000 MECHANICAL JOINT WEDGE TYPE RESTRAINT FOR DUCTILE IRON PIPE (COLOR BLACK)	28.636	114.54
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4ea	1357447	MJBG08 / 6630.08MP 8" MJ BOLT PACK SET W / MJ GASKET, T-HEAD BOLT & NUT ** LESS GLAND ** (3/4" X 4" T-HEAD BOLTS)	11.200	44.80
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Subtotal -----

2005.60

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1" WATER SERVICE LONG

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8ea	1362702	BR2B0899IP1 8X1 IP MUELLER SADDLE DBL STRAP BRONZE AC/DIP 8.99-9.67	100.669	805.36
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8ea	1439288	P-25028-N-1 MUELLER 1" BALL CORP MIP THREAD X PACK JOINT FOR CTS OR PE PLASTIC TUBING CTS "LOW LEAD"	46.815	374.52
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Subtotal -----

1179.88

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1" WATER SERVICE SHORT

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9ea	1362702	BR2B0899IP1 8X1 IP MUELLER SADDLE DBL STRAP BRONZE AC/DIP 8.99-9.67	100.669	906.02
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9ea	1439288	P-25028-N-1 MUELLER 1" BALL CORP MIP THREAD X PACK JOINT FOR CTS OR PE PLASTIC TUBING CTS "LOW LEAD"	46.815	421.33
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9ea	1447760	P-24258-N-1 MUELLER 1" BALL ANGLE STOP CTS PACK JOINT X METER SWIVEL NUT "LOW LEAD"	86.657	779.91
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200ft	6891	1K100 1 X 100' K SOFT COPPER	3.287	657.34
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60ft      6893      1K60      S2724231.1      3.287      197.20  
1 X 60' K SOFT COPPER

Subtotal ----- 2961.80

TAXES NOT INCLUDED

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Subtotal      56645.05  
S&H CHGS      0.00

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Amount Due      56645.05



**MCCRAE WAY WATER LINE REPLACEMENT  
WATER**

**Bid Date:**

**Project Location: GLENDALE**

Chris -

Per your request-

Call with any questions -

Thanks -

Bill Reno

**Quote: RF082216A**

**TakeOff Name: B&F LIST**

**Customer: B & F CONTRACTING, INC - PHX**

**Sales Rep: Bill Reno**

**Phone: 602.750.9399**

**eMail: breno@danakepner.com**

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**Phoenix**

2401 South 19th Avenue

Phoenix, AZ 85009

Standard Hours: 6:00a to 4:00p Monday through Friday

Phone: 602.255.0234

On Call: 602.757.7991

**Assumptions**

**Glendale specifications will prevail in this proposal.**

**Terms and Conditions**

**PVC and HDPE pipe must be ordered by 9/23/2016 and ship complete on or before 10/23/2016.**

**Ductile pipe must be ordered by 9/23/2016 and ship complete on or before 10/23/2016.**

**Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are only valid for 30 days, with the exception of PVC Pipe prices. PVC prices will be subject to the Manufacturers price in effect at the time of shipment. Order releases and shipments delivered 60 days beyond the order date, or as stipulated, will be subject to the price in effect at the time of shipment.**

**Totals are for estimating purposes only. Unit prices prevail.**

**Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.**

**Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.**

**Quoted totals do not include taxes.**

**PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.**

**This quote is for the supply of material only.**

**The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.**

**Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.**

**PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.**

**Clay Pipe and Fittings are Non-Returnable.**

**PVC and HDPE material are considered Freight-On-Board from the manufacturer.**

**Terms are net 30, and Quote is based on award of complete project.**

**Thank you for the opportunity to bid this project.**

**Thank you for the opportunity to bid this project.**

Quote Summary

<b>MCCRAE, 61 AVE, 62 AVE</b>	<b>8" WATERLINE</b>	<b>\$17,498.00</b>
	<b>8" FITTINGS</b>	<b>\$1,996.56</b>
	<b>6" DIP FH RUN</b>	<b>\$720.00</b>
	<b>FIRE HYDRANT ASSEMBLIES</b>	<b>\$5,790.00</b>
	<b>6" FH VALVE</b>	<b>\$1,707.54</b>
	<b>8" FH VALVE</b>	<b>\$1,742.52</b>
	<b>1" WATER SERVICE LONG SIDE</b>	<b>\$1,963.08</b>
	<b>1" WATER SERVICE SHORT SIDE</b>	<b>\$2,714.80</b>

<b>ADD ALTENRATE JULIE DRIVE</b>	<b>8" WATERLINE</b>	<b>\$9,412.00</b>
	<b>8" FITTINGS</b>	<b>\$218.59</b>
	<b>6" DIP FH RUN</b>	<b>\$240.00</b>
	<b>FIRE HYDRANT ASSEMBLIES</b>	<b>\$1,961.29</b>
	<b>6" FH VALVE</b>	<b>\$569.18</b>
	<b>8" VALVE</b>	<b>\$1,742.52</b>
	<b>1" WATER SERVICE LONG SIDE</b>	<b>\$1,121.76</b>
	<b>1" WATER SERVICE SHORT SIDE</b>	<b>\$2,439.79</b>

**Total Quote before Taxes: \$51,837.62**

**8" WATERLINE**

Qty	Unit	Description	Price	Total Price
1	1,346.0 FT	8"X18'1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$13.00	\$17,498.00
				<b>\$17,498.00</b>

Total Units: 1,346.0      Average Cost per FT: \$13.00

**8" FITTINGS**

Qty	Unit	Description	Price	Total Price
1	13.5 HNDRD	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	\$28.12	\$378.50
2	10.0 EA	2"X100' POLY TAPE, PRINTED CORROSION PROTECTION TAPE	\$5.00	\$50.00
3	3.0 EA	8" MJ TEE CL, SSB, DI, LESS ACCS	\$120.07	\$360.21
4	2.0 EA	8" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$80.35	\$160.70
5	3.0 EA	8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	\$81.72	\$245.16
6	19.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$30.91	\$587.29
7	19.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.30	\$214.70
				<b>\$1,996.56</b>

Total Units: 1.0      Average Cost per LS: \$1,996.56

**6" DIP FH RUN**

Qty	Unit	Description	Price	Total Price
1	72.0 FT	6"X18'1-1/2" PC350 DI P TYTON JOINT, CMNT LINED DUCTILE IRON PIPE-ANSI A21.51	\$10.00	\$720.00
				<b>\$720.00</b>

Total Units: 72.0      Average Cost per FT: \$10.00

# FIRE HYDRANT ASSEMBLIES

Qty	Unit	Description	Price	Total Price
1	3.0 EA	8X6" MJX MJXF TEE, CL, SSB, DI, LESS ACCS	\$111.39	\$334.17
2	3.0 EA	WATEROUS GLENDALE STD 3'6" PACER 250 HYDRANT 6" MJ EPOXY SHOE, LESS ACCS. 3-WAY	\$1,500.00	\$4,500.00
3	6.0 EA	6" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$55.24	\$331.44
4	15.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$20.57	\$308.55
5	6.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.43	\$62.58
6	6.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$30.91	\$185.46
7	6.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.30	\$67.80
				<b>\$5,790.00</b>

Total Units: 3.0

Average Cost per Each: \$1,930.00

## 6" FH VALVE

Qty	Unit	Description	Price	Total Price
1	3.0 EA	6" MJ X FLG RW DI OL VALVE, LESS ACCS	\$440.00	\$1,320.00
2	3.0 EA	#198 MONUMENT ONLY	\$32.22	\$96.66
3	3.0 EA	8" DROP IN LID MARKED "WATER"	\$10.00	\$30.00
4	15.0 FT	8"X20' CLASS 235 PIPE, C900 PVC DR 18	\$6.14	\$92.10
5	3.0 EA	CONCRETE BASE FOR VALVE BOXES	\$13.92	\$41.76
6	3.0 EA	6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4"X3-1/2"	\$7.85	\$23.55
7	3.0 EA	6" CIFF 1/8" GASKET 125#	\$3.49	\$10.47
8	3.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$20.57	\$61.71
9	3.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.43	\$31.29
				<b>\$1,707.54</b>

Total Units: 3.0

Average Cost per Each: \$569.18

# 8" FH VALVE

Qty	Unit	Description	Price	Total Price
1	2.0 EA	8" MJ RW DI OL VALVE, LESS ACCS	\$700.00	\$1,400.00
2	2.0 EA	#198 MONUMENT ONLY	\$32.22	\$64.44
3	2.0 EA	8" DROP IN LID MARKED "WATER"	\$10.00	\$20.00
4	10.0 FT	8"X20' CLASS 235 PIPE, C900 PVC DR 18	\$6.14	\$61.40
5	2.0 EA	CONCRETE BASE FOR VALVE BOXES	\$13.92	\$27.84
6	4.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$30.91	\$123.64
7	4.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.30	\$45.20
				<b>\$1,742.52</b>

Total Units: 2.0

Average Cost per Each: \$871.26

# 1" WATER SERVICE LONG SIDE

Qty	Unit	Description	Price	Total Price
1	14.0 EA	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	\$101.17	\$1,416.38
2	14.0 EA	NL 1" F1100 FORD CORP STOP MALE IRON PIPE THREAD INLET BY PACK JOINTOUTLET FOR COPPER OR PLASTIC TUBING (CTS)	\$39.05	\$546.70
				<b>\$1,963.08</b>

Total Units: 14.0

Average Cost per Each: \$140.22

# 1" WATER SERVICE SHORT SIDE

Qty	Unit	Description	Price	Total Price
1	10.0 EA	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	\$101.17	\$1,011.70
2	10.0 EA	NL 1" F1100 FORD CORP STOP MALE IRON PIPE THREAD INLET BY PACK JOINTOUTLET FOR COPPER OR PLASTIC TUBING (CTS)	\$39.05	\$390.50
3	10.0 EA	NL 1" KV43-444W FORD ANGLE KEY METER VALVE	\$43.01	\$430.10
4	250.0 FT	1" X 100' TYPE K SOFT COPPER TUBING	\$3.53	\$882.50
				<b>\$2,714.80</b>

Total Units: 10.0

Average Cost per Each: \$271.48

# ADD ALTERNATE JULIE DRIVE

## 8" WATERLINE

Qty	Unit	Description	Price	Total Price
1	724.0 FT	8"X18"1-1/2" PC350 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	\$13.00	\$9,412.00
				<b>\$9,412.00</b>

Total Units: 724.0      Average Cost per FT: \$13.00

## 8" FITTINGS

Qty	Unit	Description	Price	Total Price
1	7.2 HNDRD	20"X400' BLACK POLY TUBE PERFORATED EVERY 20'	\$28.12	\$203.59
2	3.0 EA	2"X100' POLY TAPE, PRINTED CORROSION PROTECTION TAPE	\$5.00	\$15.00
				<b>\$218.59</b>

Total Units: 1.0      Average Cost per LS: \$218.59

## 6" DIP FH RUN

Qty	Unit	Description	Price	Total Price
1	24.0 FT	6"X18"1-1/2" PC350 DI P TYTON JOINT, CMNT LINED DUCTILE IRON PIPE-ANSI A21.51	\$10.00	\$240.00
				<b>\$240.00</b>

Total Units: 24.0      Average Cost per FT: \$10.00

# FIRE HYDRANT ASSEMBLIES

Qty	Unit	Description	Price	Total Price
1	1.0 EA	8X6" MJX MJXF TEE, CL, SSB, DI, LESS ACCS	\$111.39	\$111.39
2	1.0 EA	WATEROUS GLENDALE STD 3'6" PACER 250 HYDRANT 6" MJ EPOXY SHOE, LESS ACCS. 3-WAY	\$1,500.00	\$1,500.00
3	2.0 EA	6" MJ 90 BEND, CL, SSB, DI, LESS ACCS	\$55.24	\$110.48
4	5.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$20.57	\$102.85
5	5.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.43	\$52.15
6	2.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$30.91	\$61.82
7	2.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.30	\$22.60
				<b>\$1,961.29</b>

Total Units: 1.0

Average Cost per Each: \$1,961.29

## 6" FH VALVE

Qty	Unit	Description	Price	Total Price
1	1.0 EA	6" MJ X FLG RW DI OL VALVE, LESS ACCS	\$440.00	\$440.00
2	1.0 EA	#198 MONUMENT ONLY	\$32.22	\$32.22
3	1.0 EA	8" DROP IN LID MARKED "WATER"	\$10.00	\$10.00
4	5.0 FT	8"X20' CLASS 235 PIPE, C900 PVC DR 18	\$6.14	\$30.70
5	1.0 EA	CONCRETE BASE FOR VALVE BOXES	\$13.92	\$13.92
6	1.0 EA	6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4"X3-1/2"	\$7.85	\$7.85
7	1.0 EA	6" CIFF 1/8" GASKET 125#	\$3.49	\$3.49
8	1.0 EA	6" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$20.57	\$20.57
9	1.0 EA	6" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$10.43	\$10.43
				<b>\$569.18</b>

Total Units: 1.0

Average Cost per Each: \$569.18

# 8" VALVE

Qty	Unit	Description	Price	Total Price
1	2.0 EA	8" MJ RW DI OL VALVE, LESS ACCS	\$700.00	\$1,400.00
2	2.0 EA	#198 MONUMENT ONLY	\$32.22	\$64.44
3	2.0 EA	8" DROP IN LID MARKED "WATER"	\$10.00	\$20.00
4	10.0 FT	8"X20' CLASS 235 PIPE, C900 PVC DR 18	\$6.14	\$61.40
5	2.0 EA	CONCRETE BASE FOR VALVE BOXES	\$13.92	\$27.84
6	4.0 EA	8" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$30.91	\$123.64
7	4.0 EA	8" MJ BOLT & GASKET PAK W/6-3/4X4.0" COR-TEN T-HEAD BOLTS/NUTS & MJ GASKET	\$11.30	\$45.20
				<b>\$1,742.52</b>

Total Units: 2.0

Average Cost per Each: \$871.26

# 1" WATER SERVICE LONG SIDE

Qty	Unit	Description	Price	Total Price
1	8.0 EA	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	\$101.17	\$809.36
2	8.0 EA	NL 1" F1100 FORD CORP STOP MALE IRON PIPE THREAD INLET BY PACK JOINTOUTLET FOR COPPER OR PLASTIC TUBING (CTS)	\$39.05	\$312.40
				<b>\$1,121.76</b>

Total Units: 8.0

Average Cost per Each: \$140.22

# 1" WATER SERVICE SHORT SIDE

Qty	Unit	Description	Price	Total Price
1	9.0 EA	202B-962X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	\$101.17	\$910.53
2	9.0 EA	NL 1" F1100 FORD CORP STOP MALE IRON PIPE THREAD INLET BY PACK JOINTOUTLET FOR COPPER OR PLASTIC TUBING (CTS)	\$39.05	\$351.45
3	9.0 EA	NL 1" KV43-444W FORD ANGLE KEY METER VALVE	\$43.01	\$387.09
4	224.0 FT	1" X 100' TYPE K SOFT COPPER TUBING	\$3.53	\$790.72
				<b>\$2,439.79</b>

Total Units: 9.0

Average Cost per Each: \$271.09



Strand Associates, Inc.  
4602 East Elwood Street, Suite 16  
Phoenix, AZ 85040  
(P) 302-437-3733  
(F) 480-858-0204

September 1, 2016

B&F Contracting, Inc.  
11011 N. 23rd Avenue  
Phoenix, AZ 85029

Attention: Mr. Thomas Foley, President

Re: Agreement for Design Services  
McRae Way Waterline Replacement

This is an Agreement between B&F Contracting, Inc., hereinafter referred to as CONTRACTOR, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering design services (Services) for the McRae Way Waterline Replacement project. This Agreement shall be in accordance with the following elements.

#### **Scope of Services**

ENGINEER will provide the following Services to CONTRACTOR for the replacement of waterlines on McRae Way from 62nd Drive to 61st Avenue, on 62nd Drive from McRae Way to Julie Drive, and on 61st Avenue from McRae Way to Julie Drive for a total length of approximately 1,220 linear feet of 8-inch ductile iron pipe. ENGINEER will prepare drawings and ENGINEER's opinion of probable cost according to the approved and adopted City of Glendale (City) Design and Construction Standards/Details and the Maricopa Association of Governments Uniform Standard Specifications/Details for Public Works Construction. ENGINEER will perform the services in accordance with all applicable ordinances and regulations.

#### **General Administration Services**

1. Participate in up to three meetings at 60 and 90 percent submittal and 100 percent final design.
2. Participate in one site visit during design.
3. Submit a draft written monthly progress report with project invoices prior to final.

#### **Waterline Replacements and Relocation Services**

1. Land Surveying
  - a. Prepare a topographic survey at a 1"=20' drawing scale, including 1-foot contours.
  - b. Reference horizontal and vertical datum to City's survey control.
  - c. Extend survey at least 25 feet beyond the limits of the designated water main.
  - d. Survey 100-foot cross sections of site elevations five feet past the existing right-of-way.

B&F Contracting, Inc.  
Page 2  
September 1, 2016

**2. Waterline Plans**

- a. Prepare final plans at 1"=20' scale.
- b. Prepare a preliminary estimate of probable construction costs.
- c. Prepare plan submittal and estimate of probable cost; submit to the City for review, comment, and approval at each of the 60, 90, and 100 percent completion points.
- d. Prepare itemized bid sheet for inclusion within the final bid package.
- e. Prepare addenda and answer questions during bid phase.

**Construction-Related Services**

1. Conduct up to eight site visits to observe construction progress at a rate of \$450 for each visit. In furnishing observation services, ENGINEER's efforts will be directed toward determining for CONTRACTOR that the completed project will, in general, conform to the approved design documents, but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the approved design documents.
2. Respond to up to four contractor's Requests for Information (RFIs).
3. Provide record drawings in hardcopy and electronic formats from information compiled from contractor's records. ENGINEER is providing drafting services only for record drawings based on the records presented to ENGINEER by CONTRACTOR. ENGINEER will not be liable for the accuracy of the record drawing information provided by CONTRACTOR.
4. Provide one iteration of construction staking services and set offset stakes at 50-foot intervals for location of approximately 1,220 feet of new waterline.

**Project Submittals**

1. **60 Percent Plans**
  - a. Preliminary plans with plan view.
  - b. Preliminary detail sheet.
  - c. Four sets of drawings on bond paper.
  - d. One compact disk (CD) containing the drawings in electronic portable document format (PDF) file.
2. **90 Percent Plans**
  - a. City comments from previous submittal
  - b. Preliminary plans with plan and profiles.
  - c. Preliminary construction notes and quantities.

B&F Contracting, Inc.  
Page 3  
September 1, 2016

- d. Preliminary detail sheet.
  - e. Preliminary specifications and technical provisions
  - f. Preliminary estimate of probable construction cost.
  - g. Four sets of drawings on bond paper.
  - h. One CD containing the drawings in electronic PDF file.
3. Final Bid Documents
- a. City comments from the previous submittal.
  - b. Final plans with plan and profiles.
  - c. Final construction notes and quantities.
  - d. Final detail sheet.
  - e. Final specifications and technical provisions.
  - f. Final estimate of probable construction cost.
  - g. Itemized bid sheet.
  - h. Four sets of drawings and estimates on bond paper.
  - i. One CD containing electronic CADD, PDF, and Microsoft Word project files.

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist CONTRACTOR in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with CONTRACTOR.
3. Bidding-Related Services: Bidding-related services for the project will require a separate agreement with CONTRACTOR.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with CONTRACTOR.

B&amp;F Contracting, Inc.

Page 4

September 1, 2016

5. **Geotechnical Engineering:** Geotechnical engineering information will be required and provided through CONTRACTOR and CONTRACTOR's geotechnical consultant. ENGINEER will assist CONTRACTOR with defining initial scope of geotechnical information that is required to allow CONTRACTOR to procure geotechnical engineering services.
6. **Land and Easement Surveys/Procurement:** Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to CONTRACTOR for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with CONTRACTOR.
7. **Legal Descriptions and Exhibits for Additional Right-of-Way and Easements:** Any services of this type by ENGINEER will be provided through a separate agreement with CONTRACTOR.
8. **Permit and Plan Review Fees:** All permit and plan review fees payable to regulatory agencies shall be paid for by CONTRACTOR.
9. **Preparation for and/or Appearance in Litigation on Behalf of CONTRACTOR:** This type of service by ENGINEER will be provided through a separate agreement with CONTRACTOR.
10. **Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor:** The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse CONTRACTOR for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
11. **Revising Designs, Drawings, Specifications, and Documents:** Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
12. **Services Furnished During Readvertisement for Bids, if Ordered by CONTRACTOR:** If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
13. **Services Related to Buried Wastes and Contamination:** Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with CONTRACTOR.

### **Compensation**

CONTRACTOR shall compensate ENGINEER for Services a lump sum of \$55,100 allocated as follows:

B&F Contracting, Inc.  
Page 5  
September 1, 2016

Service	Fee
Project Administration	\$ 4,700
Waterline Replacement Services	\$28,700
Survey Services	\$ 6,000
Construction Staking Services	\$ 3,000
Construction Contract Administration Services	\$ 9,700
Permit through Maricopa County Department of Environmental Quality (Allowance)	\$ 2,000
Reimbursable Expenses (Allowance for print craft, mileage, and postage)	\$ 1,000
<b>Total Lump Sum</b>	<b>\$55,100</b>

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

	Hourly Billing Rates*
Principal Engineer	\$222
Project Manager	\$145
Project Engineer	\$110
Registered Land Surveyor	\$110
Design Technicians	\$105
Two-Man Survey Crew	\$210
One-Man Survey Crew	\$135
Office Production	\$85

\* Updated annually on July 1

The lump sum will not be exceeded without prior notice to and agreement by CONTRACTOR but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

### Schedule

Services will begin upon execution of this Agreement, which is anticipated on October 15, 2016. Services are scheduled for completion on April 18, 2017, in accordance with the following milestones:

	Milestone Date
Notice to Proceed	November 1, 2016
60 Percent Design Submittal	January 2, 2017
60 Percent City Review (three weeks)	January 23, 2017
90 Percent Design Submittal	February 28, 2017
90 Percent City Review (three weeks)	March 21, 2017
Final (100 percent) Bidding Document submittal	April 18, 2017

B&F Contracting, Inc.  
Page 6  
September 1, 2016

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **CONTRACTOR's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by CONTRACTOR relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Name ENGINEER as an additional insured on CONTRACTOR's General Liability and Automobile Liability insurance policies and indemnify ENGINEER to the same extent that the CONTRACTOR insures and indemnifies OWNER.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of CONTRACTOR only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CONTRACTOR.

### **Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for CONTRACTOR that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the CONTRACTOR's work and will not be responsible for the CONTRACTOR's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the CONTRACTOR's failure to perform the construction work in accordance with the Contract Documents.

B&F Contracting, Inc.  
Page 7  
September 1, 2016

### **Payment Requests**

ENGINEER's review of Payment Requests from CONTRACTOR(s) will not impose responsibility to determine that title to any of the work has passed to CONTRACTOR free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

### **Changes**

1. CONTRACTOR may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of CONTRACTOR. The fee established herein will not be exceeded without agreement by CONTRACTOR but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon CONTRACTOR's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

CONTRACTOR shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to CONTRACTOR. ENGINEER will have no liability to CONTRACTOR, and CONTRACTOR agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by CONTRACTOR. Upon receipt of payment in full of all outstanding sums due from CONTRACTOR, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through CONTRACTOR, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

B&F Contracting, Inc.  
Page 8  
September 1, 2016

**Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either CONTRACTOR or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for CONTRACTOR's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. CONTRACTOR and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between CONTRACTOR and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Arizona.

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the Scope of Services. CONTRACTOR-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

CONTRACTOR:

B&F CONTRACTING, INC.

**NOT FOR SIGNATURE**

\_\_\_\_\_  
Matthew S. Richards  
Corporate Secretary

Date

\_\_\_\_\_  
Thomas J. Kelly  
President

Date

[www.arguscs.com](http://www.arguscs.com)

**SWPPP Proposal**

PROPOSAL NO.: 2016603  
 DATE: 8/30/2016  
 Proposal valid until: 9/29/2016

ATTN: Estimating Department  
**B & F Construction**

Glendale JOC - McCrae Way Waterline

1) SWPPP Manual & Plans	1) Provide the SWPPP Manual/Program in accordance with NPDES/AZPDES CGP 2) Includes a SWPPP Manual, Narrative and Plans - (1 copy) 3) Includes initial review and revisions if necessary	1	LS	\$2,000.00	\$2,000.00
2) SWPPP Inspections	1) Provide SWPPP site inspections/reports performed by certified personnel. 2) All SWPPP Inspection Reports managed through a secure web based software. Client access available 24/7 with project specific login. 3) Maintain and update all aspects of SWPPP Manual and SWPPP Plan 4) Maintain back up copy of all documents and SWPPP Manual for 3 years 5) Coordinate adjustments with Engineer and BMP Installation Contractor	1	per visit	\$150.00	TBD
3) Project Initial Setup	1) Administrative setup and Project Coordination 2) Initial project meeting and site visits 3) Prepare NOI and NOT Application	1	LS	\$250.00	\$250.00
4) ADEQ Permit	1) NOI Permit Fee * Only applicable if Argus CS pays for the permit fee	1	LS	\$350.00	\$350.00

300

\* All of the above quoted items will be completed in accordance with project specifications and 2013 NPDES/AZPDES CGP

**CONDITIONS:**

- 1) Access to Engineer's electronic files. (Drawings PDF format)
- 2) No Retention to be held
- 3) Additional Manuals \$100.00 EA
- 4) Inspection frequency every 14 days and rain events
- 5) SWPPP Management or SWPPP Inspection Item amount TBD upon project duration and any additional rain events
- 6) Electronic copies of SWPPP not available
- 7) SWPPP Manual and Plans (Items 1, 3 and 4) Net 15

  
 Michael Ming  
 Principal  
 Argus Construction Services

2900

**EXCLUSIONS:**

- 1) Permits, Fines, Penalties, and any associated Fees
- 2) Sales Tax and Bond
- 3) Analytical Monitoring program/testing
- 4) SWPPP BMP materials, installation/maintenance
- 5) SPC Plan
- 6) SWPPP/Construction schedule and sequencing plan to be provided and updated by others.
- 7) Review Fees

Acceptance Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**American Asphalt Paving & Sealcoating, Inc.**

642 N. 17th Avenue • Phoenix, AZ 85007-2235  
Phone: (602) 256-7376 • Fax (602) 256-7342

Lic # A-05 109709 Comm.  
Lic # AE 155730 Comm.  
Lic # C-13 105759 Res.  
www.amasphalt.com

**BID # E3070**

**Proposal & Contract**

Page 1 of 1

Name	C. Berger	Date	8/30/2016
Address	11011 N. 23rd Ave., Phoenix, AZ 85029		
Business	B & F Contracting	Address	cberger@bfcontracting.com
Job Address	City of Glendale - McRae Way & Julie Dr., Glendale, AZ		
Cell Phone		Bus. Phone	(480) 921-8016 FAX

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances, to perform and complete in a good professional manner the following:

- 1.) Slurry Seal - Approx. 4,800 sq. yd. of asphalt; area to be swept by customer. Apply a Type 2 cationic asphalt slurry seal at a rate of 16-18 lbs. per sq. yd., 15-16% oil content. Roll and compact using a steel wheel roller.
- 2.) Job to be completed in 2 move-ins two day's work.

Total: \$10,214.00

- \*\* Exclusions: Prints, Plans, Permits, Bonds, Testing, Mix Design, Traffic Control, Barricades, Sweeping, Extra Move-ins, Weekends, Holidays, Night Work, Completed Ops Insurance, Davis Bacon Wages
- \* Standard Terms and Conditions on reverse side.
- \* All scheduling contingent upon mutual agreement of American Asphalt Paving & Seal coating, Inc. and General Contractor.
- \* Proposal is valid for 30 days.
- \* Due to uncertain petroleum market all material pricing is good as noted and until 10/31/2016, all contracts we enter into, including this proposal, will require a clause to cover increases in asphalt and seal oil material.
- \* American Asphalt is not responsible for notification or for removal of vehicles and property from work area.
- \*\* Exclusions: Bonds, Permits, Engineering, Survey, As-built, Testing, Inspection, Traffic Control, Wet-Base Stabilization, Excavation, Utility Removal or Relocation, Concrete or Pipe Work, SWMP Erosion Control, Drywell, Certified Payroll, and any Special Insurance Requirements\*\*

Special Note: Due to Arizona soil conditions and earth movement, surface cracks may occur in your asphalt, which is no reflection on the quality of workmanship by American Asphalt.

All of the above work to be completed for the sum of:

Ten Thousand Two Hundred Fourteen Dollars Dollars \$ 10,214.00

Terms of payment shall be as follows:  Upon Completion  Other Arrangements  Progress  Initials

Respectfully Submitted by:

Signed Dick Cronkite

This Proposal May be Voided if Not Accepted  
Within 30 Days

**Customer's Acceptance**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which, I We (circle one) agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

**Accepted & Authorized By**

Date \_\_\_\_\_, 20\_\_\_\_ Signed X \_\_\_\_\_

Please see terms & conditions on back.

# **Alpha**

## **Geotechnical & Materials, Inc.**

---

September 1, 2016

Alpha Proposal Number: 16-CR-5815

B & F Contracting, Inc.  
11011 North 23rd Avenue  
Phoenix, Arizona 85029

Office phone number: 623-582-1170  
Cell phone number: 623-764-7585

Attention: Bruce Balls  
Email: bruceb@bfcontracting.com

Regarding: Materials Sampling and Testing Services  
McRae Way Waterline  
McRae Way and 62nd Drive  
Glendale, Arizona

Alpha Geotechnical & Materials, Inc. (Alpha), is pleased to present our estimate for sampling and testing services for this project. This proposal is based on correspondence from Bruce Balls on August 19, 2016. No plans were made available at the time of proposal.

### **1.0 PROJECT UNDERSTANDING**

The project consists of approximately 1220 linear feet of 8" water line repair in Glendale, Arizona. Materials sampling and testing services will be required to determine compliance with the applicable specifications and City regulations during construction.

### **2.0 ESTIMATED FEES**

Alpha estimates (see last page/pages) the fee to complete the above scope of services to be: **\$3,925.00**  
provided the estimated trips are not exceeded as outlined in the attached estimate.

While the estimate to complete the project is based on the rates and quantities listed, the amount invoiced will be based on actual quantities. History has shown that the management of this budget is best done through limiting the number of trips (service calls), to the allocated trips in our estimate.

The quoted rates include the vehicle and all equipment necessary to perform field tests. Charges will be made at the unit rates established in this proposal for all project-related time, including travel (port-to-port). Overtime (over 8 hours per day or Saturday / Sunday work) will be invoiced at an hourly rate times 1.5. Copies of concrete cylinder compressive strength data can be provided to the concrete supplier if instructed. An additional charge of \$75 will be billed for services scheduled the same day. All other reports of tests and inspections will be distributed to those designated by the client. The services for this project will be performed on an hourly and unit rate basis from portal-to-portal.

Laboratory unit prices are all inclusive. The unit prices for laboratory tests include all labor, equipment and secretarial time necessary to complete the test procedure in the laboratory and prepare the report.

### 3.0 SCOPE OF SERVICES

Alpha will provide qualified and experienced personnel to perform the scopes identified in our price estimate attached.

### 4.0 ASSUMPTIONS

- The number of trips assumed for each scope is included in our estimate
- The number of trips estimated for each scope is based on meeting or exceeding minimum tests per trip requirements. The minimum test per trip requirement is defined as the minimum number of tests as determined by the applicable jurisdiction, divided by the estimated number of trips per scope. The minimum tests per trip for each scope will be communicated to the Contractor prior to work start (at precon). Not meeting the minimum tests per trip requirement will most likely lead to an increase in number of trips and cost.
- We assume that the ABC used as bedding will also be used underneath the roadway.
- Engineer of Record Services (water) includes:
  - a. A representative from Alpha will attend the pre-construction meeting.
  - b. Client to provide Alpha with written test results (or Letter of Acceptance from the City) on all required EOR testing. The water testing will include pressure testing and bacteria testing.
  - c. Alpha will review and submit the following:
    - Water (Pressure Test, High and Low Chlorine Tests, and Bacteriological Test)
  - d. It is assumed that the water As-Builts will be prepared and reviewed by others.
  - e. Prepare MCESD's Approval of Construction documentation for water improvements and submit to MCESD for approval.
- It is the contractor's responsibility to coordinate testing efforts such that the minimum testing frequency of the applicable jurisdiction is met

### 5.0 CLIENT RESPONSIBILITIES

- Sign our attached Consulting Services Agreement or provide a Consulting Services Contract for our signature prior to work start.
- Schedule services at least 24hrs in advance (48hrs for night work) by calling 602-453-3265 Ext. 4. Alpha's office hours are from 8:00am to 5:00pm
- Provide Alpha with updated plans each time there are changes or updates to the existing plans.
- Ensure that the contractor enables Alpha to meet or exceed the minimum test per trip requirement.
- Sign our attached AlphaWeb Client User Authorization form so that you will have access to test results and inspection reports on a near real time basis (within 24 hours) on our secure web site ([www.alphageotech.com](http://www.alphageotech.com)).
  
- Sign our attached AlphaWeb Third Party User Authorization form if you want a Third Party User to have access to test results and inspection reports on a near real time basis (within 24 hours) on our secure web site ([www.alphageotech.com](http://www.alphageotech.com)).

### 6.0 ALPHA DELIVERABLES

- Test results are available on our secure web site at no charge.
- Final Reports are available on our secure web site at no charge.
- Final Reports assembled on electronic media and/or bound originals are at \$50 per report.

McRae Way Waterline  
McRae Way and 62nd Drive  
Glendale, Arizona

Alpha Proposal Number:

9/1/2016  
16-CR-5815  
Page 3

Additional areas of construction may require materials testing or inspections to satisfy other code or jurisdictional requirements. These services will be provided at the client's request. However, they are not included in our cost estimate and will be invoiced according to our Standard Unit Fee Schedule.

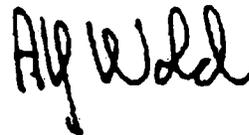
The Client acknowledges acceptance of this estimate by signing one copy and returning it to Alpha Geotechnical & Materials, Inc. We look forward to working with you on this project and are committed to enhancing the quality and therefore, value of the project to the owners.

Should questions arise concerning this estimate, please do not hesitate to contact the undersigned at (602) 453-3265 extension 132, or e-mail questions to: [awold@alphageotech.com](mailto:awold@alphageotech.com).

Respectfully submitted,

Alpha Geotechnical & Materials, Inc.

Reviewed by,



Patrick O'Leske, E.I.T.  
Staff Engineer  
Phone: (602) 453-3265

Alf Wold, P.E.  
Vice President  
Phone: (602) 453-3265 x 132  
Mobile: (602) 370-0201

**Attached:**

- Consulting Services Agreement
- AlphaWeb Client User Authorization Form to get test results on the web for Client
- AlphaWeb Third Party User Authorization Form to get test results on the web for Third Party User
- Estimate

## **CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT is made by and between:

- **B & F Contracting, Inc.**

hereinafter referred to as CLIENT, and Alpha Geotechnical & Materials, Inc., hereinafter called Alpha.

The CONSULTING SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as Alpha Proposal Number:

- **16-CR-5815**      dated:      **9/1/2016**

and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this CONSULTING SERVICES AGREEMENT must be mutually agreed to in writing.

### **SECTION 1 - SCOPE OF WORK**

Alpha shall perform pursuant to the terms and conditions of this CONSULTING SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

### **SECTION 2 - PERMITS & UTILITIES**

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide Alpha access to the site for all equipment and personnel at no charge to Alpha.
2. While Alpha will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold Alpha harmless for any damages to structures or any damage required for right of entry, in the absence of willful and gross misconduct by Alpha.

### **SECTION 3 - SAMPLES**

Samples collected during this work will be retained for approximately 30 days after the sample is collected and then disposed.

### **SECTION 4 - INVOICES**

Alpha will submit monthly progress invoices to CLIENT. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1 1/2%) per month on past due invoices. Alpha may require a retainer prior to start of work. Alpha will apply the retainer, if applicable, to the final invoice.

### **SECTION 5 - OWNERSHIP OF DOCUMENTS**

1. All reports, field data, field notes, calculations, estimates and other documents prepared by Alpha, as instruments of service, shall remain the property of Alpha.
2. Alpha will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

### **SECTION 6 - DISPUTES**

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and Alpha agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to non-bonding mediation unless the parties mutually agree otherwise.

### **SECTION 7 - STANDARD OF CARE & NOTIFICATION**

1. Services performed by Alpha under this CONSULTING SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty is expressed or implied.
2. Alpha agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.
3. Alpha will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### **SECTION 8 - LIMITATION OF LIABILITY**

1. CLIENT agrees to limit Alpha's liability to CLIENT and all third parties arising from Alpha's negligent acts, errors or omissions, such that the total aggregate liability of Alpha to all those named shall not exceed our fees for the project or \$50,000, whichever is less. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of Alpha's negligent acts, errors or omissions.
2. As part of the consideration Alpha requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Alpha by CLIENT of any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Alpha or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

### **SECTION 9 - INSURANCE**

Alpha represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Alpha has such coverage under public liability and property damage insurance policies which Alpha deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, Alpha agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by Alpha, its agents, staff, and consultants employed by it. Alpha shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

### **SECTION 10 - TERMINATION**

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this CONSULTING SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Alpha shall be paid for services performed to the termination notice date plus reasonable termination expenses.

2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this CONSULTING SERVICES AGREEMENT, Alpha may complete such analyses and records as are necessary to complete ALPHA's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ALPHA in completing such analyses, records and reports.

**SECTION 11 - ENTIRE AGREEMENT**

1. This CONSULTING SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire CONSULTING SERVICES AGREEMENT of the parties with respect to the subject matter hereof.

2. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this CONSULTING SERVICES AGREEMENT which will become effective on the date signed by the CLIENT below.

**Alpha Geotechnical & Materials, Inc.**

**B & F Contracting, Inc.**

By (signature):	_____	By	_____
Name (please print)	<u>James E. Weaver, P.E.</u>	Name	_____
Title	<u>President</u>	Title	_____
Date	_____	Date	_____

AlphaWeb Client User Authorization Form

Alpha Project Name: McRae Way Waterline

Alpha Project Number:

16-CR-5815

The following individuals are authorized for Client user access to AlphaWeb for the project specified. I understand Client user access allows users to view project details, including financial information and test results for the assigned project(s). I can limit the Client user access to financial information by placing an N in the box "View Financial Information".

COMPANY INFORMATION (please only request access to personnel inside the organization listed below)

Company Name: B & F Contracting, Inc.
Address: 11011 North 23rd Avenue
City / State / Zip: Phoenix, Arizona 85029
Phone: 623-582-1170
Fax: 623-582-3761

USER INFORMATION

USER 1

First Name:
Last Name:
Title:
Email:
Office Phone:
Cell Phone:

View Financial Information: (Y/N):

USER 2

First Name:
Last Name:
Title:
Email:
Office Phone:
Cell Phone:

View Financial Information: (Y/N):

USER 3

First Name:
Last Name:
Title:
Email:
Office Phone:
Cell Phone:

View Financial Information: (Y/N):

USER 4

First Name:
Last Name:
Title:
Email:
Office Phone:
Cell Phone:

View Financial Information: (Y/N):

USER 5

First Name:
Last Name:
Title:
Email:
Office Phone:
Cell Phone:

View Financial Information: (Y/N):

USER 6

First Name:
Last Name:
Title:
Email:
Office Phone:
Cell Phone:

View Financial Information: (Y/N):

Authorized by:
Signature
Print
Title, Company

9/1/2016
Date

AlphaWeb Third Party User Authorization Form

Alpha Project Name: McRae Way Waterline

Alpha Project Number:

16-CR-5815

The following individuals are authorized for Third Party Agent user access to AlphaWeb for the specified project. I understand Third Party user access limits the view to general project information and test results. Financial information is only viewable to a Third Party Agent if I have placed a Y in the box "View Financial Information".

COMPANY INFORMATION (please print and submit one sheet for each company)

Company Name: \_\_\_\_\_
Address: \_\_\_\_\_
City / State / Zip: \_\_\_\_\_
Phone: \_\_\_\_\_
Fax: \_\_\_\_\_

USER INFORMATION

USER 1

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Title: \_\_\_\_\_
Email: \_\_\_\_\_
Office Phone: \_\_\_\_\_
Cell Phone: \_\_\_\_\_

View Financial Information: (Y/N):

USER 2

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Title: \_\_\_\_\_
Email: \_\_\_\_\_
Office Phone: \_\_\_\_\_
Cell Phone: \_\_\_\_\_

View Financial Information: (Y/N):

USER 3

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Title: \_\_\_\_\_
Email: \_\_\_\_\_
Office Phone: \_\_\_\_\_
Cell Phone: \_\_\_\_\_

View Financial Information: (Y/N):

USER 4

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Title: \_\_\_\_\_
Email: \_\_\_\_\_
Office Phone: \_\_\_\_\_
Cell Phone: \_\_\_\_\_

View Financial Information: (Y/N):

USER 5

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Title: \_\_\_\_\_
Email: \_\_\_\_\_
Office Phone: \_\_\_\_\_
Cell Phone: \_\_\_\_\_

View Financial Information: (Y/N):

USER 6

First Name: \_\_\_\_\_
Last Name: \_\_\_\_\_
Title: \_\_\_\_\_
Email: \_\_\_\_\_
Office Phone: \_\_\_\_\_
Cell Phone: \_\_\_\_\_

View Financial Information: (Y/N):

Authorized by: \_\_\_\_\_
Signature
\_\_\_\_\_
Print
\_\_\_\_\_
Title, Company

9/1/2016
Date

## McRae Way Waterline

### Engineer of Record (Sewer, Water)

Units		Rate (\$/Hr,\$/EA.)	
1220	Water (ADEQ/MCESD) Engineer of Record Services, per foot of pipe	\$0.35	\$427.00
		<b>Labor Subtotal</b>	<b>\$427.00</b>
		<b>Task Subtotal</b>	<b>\$427.00</b>

### Streets & Street Related Work (ABC, Asphalt)

Units		Rate (\$/Hr,\$/EA.)	
12	Technician Hours	\$42	\$504.00
3	Trip Charge	\$81	\$183.00
1	Coring (Per Core)	\$20	\$20.00
1	Coring Equipment (per Day)	\$58	\$58.00
		<b>Labor Subtotal</b>	<b>\$765.00</b>
1	Maximum Theoretical Specific Gravity, Rice (ASTM D2041)	\$140	\$140.00
1	Ignition & Gradation of Bituminous Mixtures (ASTM D6307)	\$120	\$120.00
1	Unit Weight, per core	\$26	\$26.00
1	Thickness, per core	\$18	\$18.00
		<b>Lab Work</b>	<b>\$304.00</b>
		<b>Task Subtotal</b>	<b>\$1,069.00</b>

### Water (Mainline, Services)

Units		Rate (\$/Hr,\$/EA.)	
16	Technician Hours	\$42	\$672.00
4	Trip Charge	\$81	\$244.00
		<b>Labor Subtotal</b>	<b>\$916.00</b>
2	Moisture-Density Relations (Proctors), Standard (ASTM D698 A)	\$100	\$200.00
1	Moisture-Density Relations (Proctors), Standard (ASTM D698 C)	\$130	\$130.00
3	Full Sieve Analysis, (ASTM C136 & C117)	\$60	\$180.00
1	Plasticity Index (ASTM D4318), (Wet Prep)	\$150	\$150.00
1	Plasticity Index (ASTM D4318), (Dry Prep)	\$50	\$50.00
3	pH & Resistivity (AZ 236)	\$160	\$480.00
		<b>Lab Work</b>	<b>\$1,190.00</b>
		<b>Task Subtotal</b>	<b>\$2,106.00</b>

### Project Management

Units		Rate (\$/Hr,\$/EA.)	
1	Professional Engineer Hours	\$95	\$95.00
2	Project Manager Hours	\$70	\$140.00
2	Project Coordinator Hours	\$44	\$88.00
		<b>Labor Subtotal</b>	<b>\$323.00</b>

<b>Estimated Labor Total</b>	<b>\$2,431.00</b>
<b>Estimated Laboratory Total</b>	<b>\$1,494.00</b>
<b>Estimated Project Total</b>	<b>\$3,925.00</b>

6295 Northam Drive, Unit 1  
Mississauga, ON Canada L4V 1W8

T: 905-672-echo (3246)  
F: 905-612-0201  
Toll Free: 1 -866-echolog (324-6564)



## PROPOSAL FOR ePULSE SERVICES

Prepared for Tom Braatlien

Prepared by: Corey Keefer

Echologics LLC

Proposal number: 42216195

Date: September 02, 2016



## Executive Summary

Project Engineering Consultants (PEC) can support Glendale's efforts to reduce pipe replacement costs by deferring replacement of water pipes that are structurally sound. Further monitoring and rehabilitation action can be directed at the pipes with the highest risk of becoming structurally deficient. Echologics and PEC are committed to supporting Glendale as it updates its water infrastructure in a cost effective manner.

A successful condition assessment program :

1. Provides a strong return on investment and accurate results, and
2. Is easy to implement

### Provides a Strong Return on Investment

PEC (City of Glendale) can use accurate pipe condition assessment information to optimize spending. Pipes can be at the end of their design life and still be perfectly healthy. You can combine your existing desktop pipe health studies with ePulse's wall thickness measurements to ensure you avoid replacing or rehabilitating healthy pipe.

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OPTIMIZE CAPITAL SPENDING BY  
USING REMAINING PIPE WALL  
INFORMATION

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**Figure 1 Las Vegas Saves Millions:** Las Vegas identified almost \$10.3 million worth of pipe that it believed had reached the end of its useful life. Echologics' Acoustic Condition Assessment determined that the majority of the pipeline still had at least 95% of the original wall thickness remaining which allowed Las Vegas to defer the bulk of the \$10.3 million replacement costs.

## Accurate Results

Condition assessment needs to be accurate to be useful. ePulse® is designed to provide PEC (City of Glendale) with meaningful data that facilitate informed decision making. ePulse® is designed to provide the average minimum wall thickness within approximately 10% accuracy. This is often the right amount of accuracy to facilitate sound decision making.

### AC Proof

Maple Ridge, B.C. required the remaining wall strength of their Asbestos Cement Pipe to make intelligent pipe replacement decisions. Maple Ridge invited Echologics to survey selected sections of main with ePulse and used a third party to independently confirm the results. Impressed with the accuracy of the results, Maple Ridge now uses ePulse to guide their replacement program.

### Metallic Proof

Columbus, Ohio's water infrastructure was quickly coming to its end of life and required accurate pipe condition information to make intelligent replacement decisions. Echologics performed ePulse measurements on selected 6-12 inch Ductile Iron and Cast Iron watermain throughout the city. Echologics' results were compared against exhumed samples and were within 10% to 20% of the exhumed pipe condition. This information was exactly what the city needed to make intelligent pipe replacement decisions.

## Easy to Implement

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EPULSE® SURVEYS CAN BE  
COMPLETED QUICKLY USING  
EXISTING FITTINGS.

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PEC (City of Glendale) can save time and money by choosing a technology that can work off of existing fittings. ePulse® surveys 300 feet to 600 feet of pipe at a time, typically using existing fittings. A typical ePulse survey goes from valve to valve. Echologics requires that the fittings are accessible and clean before the ePulse survey and a utility employee is onsite. ePulse does not require any insertions or extensive excavations to perform condition assessment.

Many of our clients value from the non-destructive, non-invasive approach of acoustic pipe condition assessment and leak detection. The Echologics approach is designed to deliver average remaining structural wall thickness along the length of the main and also identifies any existing leaks on the main. You can avoid major civil works operations and other disruptions associated with invasive approaches by using a non-intrusive condition assessment technology like ePulse. The following document includes our proposed pricing, scope of work, and our standard terms and conditions. Please sign the last the last page of the proposal and return it for our records.

Corey S. Keefer, Client Manager  
[ckeefer@echologics.com](mailto:ckeefer@echologics.com)  
760.607.2333

## **Scope, Price and Project Details**

## Scope and Deliverables

Acoustic leak detection and condition assessment will be performed along up to 785 feet of distribution mains mains, as specified by PEC. These mains are constructed of ductile iron material, 8 inches in diameter. At the completion of the project, Echologics will prepare and deliver a report outlining the measured wall condition of the surveyed pipes along with details about any located leaks within 6 weeks of the completion of field work.

PEC (City of Glendale) will provide Echologics with the location of the mains to be surveyed along with any locations and fittings accessible for testing. Echologics will work with PEC (City of Glendale) to select appropriate pipeline access sites. PEC (City of Glendale) will need to undertake any required preparations of the access points to allow the survey to proceed.

## Pricing

Pricing for this project is presented below. All quantities are estimated based on information provided by PEC (City of Glendale). It is estimated that site work will take 1 day to complete for 2 Echologics' Field Specialists.

Site Visit	\$5,050	Per Trip	1	Included
Field Tests & Analysis for mains (smaller 16" diameter)				
• Up to one mile	\$30,984	Lump Sum	0	\$0
• Any amount beyond 1 miles	\$3.55	Per ft	0	\$0
Field Tests & Analysis for mains -16" diameter	\$4.92	Per ft	0	\$0
Discounted Pilot Price for PEC Consultants	\$10,500	Lump	1	\$10,500
<b>Estimated Project Total</b>				<b>\$15,550</b>

\*If Echologics' staff are unable to work due to any cause within the reasonable control of PEC (City of Glendale), a standby rate of \$2,240 per day will be billed.

Echologics invoices monthly for completed work. Field tests and analysis will be considered 80% complete upon the conclusion of the field tests, and 100% complete upon the submission of the draft report. Each payment is due within 30 days. Payment terms are subject to approval by the Echologics Credit Department. All prices are in United States Dollars, and do not include applicable taxes. Pricing is based on the standard terms and conditions provided in this proposal, and is valid for 60 days.

## **Project Schedule**

### **Project Planning**

PEC (City of Glendale) will provide Echologics with the location of the mains to be surveyed along with any locations and fittings accessible for testing. Echologics will work with PEC (City of Glendale) to select appropriate pipeline access sites. PEC (City of Glendale) will need to undertake any required preparations of the access points to allow the survey to proceed. During the survey, PEC (City of Glendale) will need to provide an experienced crew to operate any of the PEC (City of Glendale) owned equipment such as fittings.

Once a survey plan has been agreed to, and a contract or purchase order for the work is in place, dates for inspection may be booked. If dates are booked at least 3 weeks prior to the start of the inspections, the short-notice mobilization fee will be waived. PEC (City of Glendale) will undertake any required preparations of the access points to allow the surveys to proceed, including any excavation work required.

### **Mobilization**

Echologics will mobilize the required crew and equipment to the job site to commence work on the agreed booking date provided the access points are prepared. If the inspections are cancelled, or the dates are move, less than 3 weeks from the booked start date, a re-booking fee will apply.

### **Field Testing**

Echologics will attach vibration sensors to appropriate fittings (valves, hydrants or the surface of the main), and will record and analyze acoustic signals using Echologics' proprietary software. PEC (City of Glendale) will provide safe access to the main at the required access points, including traffic control, security, and rendering confined spaces safe for entry, as required.

For each ePulse® test interval, acoustic waves of the required frequency must be induced in the main, from a location outside of that assessment interval. Acceptable sources of sound include

- Existing sound from pumps or pressure reducing valves
- Flowing a hydrant or other valve outside of the testing interval
- Gentle tapping on any appurtenance or the main outside of the testing interval]
- Testing will be performed in real time, allowing most leak locations to be reported on site at the time of the field testing.

### **Analysis and Reporting**

Upon completion of the field testing, the recorded data files will be subject to more detailed analysis to help refine the on-site findings, and to reveal any leaks that may be masked by ambient noise. A report of findings will be prepared, indicating the locations of any leaks identified, along with an estimate of the average remaining structural wall thickness (for metallic and asbestos cement mains), or the average hoop stiffness (for reinforced concrete), over each test interval. If PEC (City of Glendale) is able to supply the original design parameters of the piping, the percentage loss will also be reported, along with a qualitative description of the likely condition of the piping based on Echologics' past experience. A draft report will be delivered within six weeks of completion of the field testing.

Upon receipt of the draft report, PEC (City of Glendale) will have two weeks to review the report, and present Echologics with any requests for correction or modification.

Any comments received by Echologics during this review period will be considered when preparing the final report. Any requests made after the review period expires are excluded from this scope of work, and



can be accommodated at an hourly reporting rate. The final report will be issued within two weeks of the end of the review period.

The sole deliverable produced as a result of work performed on this project will be a report indicating leak locations and/or pipe condition indications, which will be the property of PEC (City of Glendale). All processes, technology, documents, and intermediary data used to produce this report, including Echologics' existing IP, are and will continue to be owned by Echologics.

During the course of performing the contract, Echologics may conduct tests on asbestos cement pipe. Any information provided to PEC (City of Glendale) by Echologics regarding the condition or serviceability of such pipe relates only to its capacity to hold and transport water. As between the parties, PEC (City of Glendale) is solely responsible for complying with all laws and regulations related to asbestos and asbestos cement pipe. Echologics specifically disclaims any and all liability for any claims or damages related to asbestos or asbestos cement pipe and its performance of the contract.

## 1 Detailed Project Methods

### 1.1 Leak Detection

**Leak Detection Measurements:** Leak detection will be performed by bracketing a section of pipe with two magnetic surface mounted sensors, or hydrophones and recording a noise file using the LeakFinderST system. The section of pipe must be filled with water and under operating pressure. Leak noise data will be collected for each section of pipe and recorded to a computer for analysis. Analysis will be done both on-site and in Echologics' offices following the measurements.

**Sensor Spacing:** For Leak Detection, maximum recommended sensor spacing is 2,000 ft for hydrophones, or 500 ft for surface mounted sensors. PEC (City of Glendale) will provide 12-inch diameter excavations to the crown of the pipe where access is needed but no main valves or hydrants are accessible.

**Data analysis:** File analysis and digital filtering will be applied to recorded files collected to filter out intruding noise from traffic and other sources. This will be done both on site, and in our offices.

**Leak Pinpointing:** Where leaks are detected, they will be pinpointed, marked, and where possible verified using ground sounding and / or different configurations of the sensors around the suspected leak as the access allows.

**Field Report:** A field report will be submitted on-site if any leaks are positively identified. Following completion of the on-site work, a final report will be submitted detailing the methods used and the leak detection results.

### 1.2 ePulse® Acoustic Pipe Wall Testing

**Measurements:** Following the Leak Detection of a section of pipe, a third access point will be used to create an "out-of-bracket" noise, either by using existing sound, flowing water from a hydrant, or gently tapping on a valve.

**Sensor Spacing:** For condition assessment, the recommended sensor spacing is 300 ft. If the existing configuration of access fittings (valves, hydrants etc) does not allow for sensor spacing of this distance, additional 6" potholes to the surface of the pipe may need to be added.

**Velocity:** This noise will be recorded and used to measure the acoustic velocity of sound within each section of pipe.

**Data Analysis:** All of the recorded files will undergo an in-house analysis and will result in average remaining wall thickness of each section of pipe surveyed.

**Final Report:** These results will be submitted in a final report along with any confirmed or suspected leaks discovered in the survey.

## 2 Technical Requirements, Specifications, and Constraints

This section outlines certain limitations of the technology as well as requirements of PEC and The City of Glendale.

### 2.1 Operational Requirements

- 2.1.1. Owner will supply an experienced crew for operation of all Owner owned apparatus. The size of the crew depends on the details of the job. Echologics is not responsible for any operation or modification of Owner owned apparatus.
- 2.1.2. All fittings must be cleaned, exercised and in safe working condition prior to survey. Closed valves or other appurtenances must not be passing water. Hydrants must not be leaking. If cleaning cannot be performed prior to site-work, on site cleaning must be arranged by PEC (City of Glendale) on request.
- 2.1.3. PEC (City of Glendale) will provide traffic management (including man power and equipment) as and when required. Echologics is not responsible for any traffic control requirements, unless explicitly included in this proposal. It is expected that PEC (City of Glendale) will be proficient in all local laws and regulations.
- 2.1.4. If indicated as a requirement during the Project Planning phase, Echologics will supply one crew member trained as a confined space entrant. All other aspects of confined space entry will be of the responsibility of PEC (City of Glendale), unless explicitly included in this proposal.
- 2.1.5. Fall protection, including supply of fall prevention equipment and harnesses, will be of the responsibility of PEC (City of Glendale).
- 2.1.6. Echologics will follow any Lock out Tag and Tag out procedures specified by PEC (City of Glendale). PEC (City of Glendale) is responsible for informing Echologics of any such procedures in effect at the work sites applicable for this project.
- 2.1.7. All required information regarding the pipes to be tested must be provided in advance to Echologics. The information must be up to date and in a form that can be easily interpreted. This includes as-built drawings, repair history, nominal pipe information, GIS information, pressure and flow information, locations of PRVs, pumps, reservoirs, cross-connections, reducers, tie-ins, valves, services, backflow preventers, hydrants, corp valves, and any other possible noise producing apparatus.
- 2.1.8. If De-chlorination / Chlorination and/or backflow preventers are required, these will be the responsibility of PEC (City of Glendale).

### 2.2 General Technical Specifications and Constraints

- 2.2.1. Fluid temperature must be between 33° and 100° F (0.5° and 38° C)
- 2.2.2. Liquid flow velocities above 5 ft/s (1.5 m/s) may result in turbulence in the line, introducing noise which can reduce the sensitivity of leak detection, and prevent collection of pipe integrity testing data. Echologics recommends that PEC (City of Glendale) take steps to ensure velocities are below these levels, but will conduct testing nonetheless if PEC (City of Glendale) elects to leave them at higher levels.
- 2.2.3. Operating pressure must be between 15 and 150psi (100 to 1000 kpa). Pressures outside of this range will require special consideration.
- 2.2.4. Large air pockets cannot be present in the pipe. Purging of all air may be required.
- 2.2.5. Significant amounts of dispersed air (milky water) can skew results. Purging of dispersed air may be required.
- 2.2.6. All forms of non-destructive testing involve an inherent and unavoidable level of uncertainty. The results provided by Echologics are not guaranteed. The methods used for leak detection and condition assessment are highly dependent on input parameters therefore it is not possible to certify the results. Echologics is not responsible any actions taken or recommendations made by PEC (City of Glendale) based on the results of the report.

## 2.3 Leak Detection Technical Specifications and Constraints

- 2.3.1. Acceptable pipe materials are: Pit Cast Iron, Spun Cast Iron, Steel, Ductile Iron, Asbestos Cement, Reinforced or Bar-wrapped Concrete, PVC, PE and other Plastics.
- 2.3.2. Surface mounted sensors can be magnetically attached to appurtenances such as line valves, hydrant secondary valves or to the top of the pipe at a maximum sensor-to-sensor spacing of 1000ft (300m), a recommended maximum of 500ft (150m), or shorter distance if available.
- 2.3.3. Longer sensor-to-sensor spacing will require the use of hydrophones
- 2.3.4. Suitable access is required to attach or adapt a 1.5" NPT female fitting to a valved fitting such as a corp valves, air blow offs, fire hydrants or tapped blind flanges.
- 2.3.5. The maximum sensor-to-sensor spacing for Hydrophone sensors is 4000ft (1200m), the recommended maximum is 2,000ft (600m)
- 2.3.6. Vertical access is required to lower the sensor down from the surface. Angled or broken valve chamber are not suitable.
- 2.3.7. The connection point must be free of dirt and debris and in good working order
- 2.3.8. Performance specifications are based on a sensor spacing of 330ft (100m)
- 2.3.9. Performance specifications assume that accurate information has been provided regarding and pipe location including locations of bends and elevation changes.
- 2.3.10. Performance specifications assume that accurate information regarding pipe type (material) and diameter has been provided.
- 2.3.11. Diameters may range from 1" to 120" (25mm to 3050mm) in diameter. Larger mains are possible but special consideration must be taken.
- 2.3.12. Leaks location accuracies depend on sensor spacing, pipe material consistency, and other factors, but are generally within 10 ft (3 m) of its actual position when accurate information for pipe type and diameter is provided.
- 2.3.13. Sensitivity to small leaks varies depending on pipe diameter and material, as well as sensor spacing and the presence of noise inside the pipe. Leaks as small as 2.5 GPM (9.5 l/m) can consistently be located, and leaks as small as 0.5 GPM (2 l/m) can be located under good conditions.

## 2.4 Condition Assessment Technical Specifications and Constraints

- 2.4.1. Acceptable pipe materials are: Pit Cast Iron, Spun Cast Iron, Steel, Ductile Iron, Asbestos Cement and Reinforced or Bar-wrapped Concrete.
- 2.4.2. Surface mounted sensors can be magnetically attached to appurtenances such as line valves, hydrant secondary valves or to the top of the pipe at a recommended sensor-to-sensor spacing of 300ft (100m), to 600ft (200m).
- 2.4.3. Longer sensor-to-sensor spacing will require the use of hydrophones.
- 2.4.4. Suitable access is required to attach or adapt a 1.5" NPT female fitting to a valved fitting such as a corp valves, air blow offs, fire hydrants or tapped blind flanges.
- 2.4.5. The maximum sensor-to-sensor spacing for Hydrophone sensors for condition assessment is 1500ft (450m).
- 2.4.6. Vertical access is required to lower the sensor down from the surface. Angled or broken valve chamber are not suitable.
- 2.4.7. For every location, there must be a local fitting where liquid temperature and pressure can be measured. Fittings include fire hydrants, pitot taps, sampling stations and other similar appurtenances.
- 2.4.8. The connection point must be free of dirt and debris and in good working order.
- 2.4.9. Diameters may range from 1" to 60" (25mm to 1525mm) in diameter. Larger mains are possible but special consideration must be taken.
- 2.4.10. Concrete, Mortar and Bitumen linings are acceptable if the thickness is specified.
- 2.4.11. PVC, PE and other plastic mains are not suitable for acoustic condition assessment.
- 2.4.12. Performance specifications are based on a sensor spacing of 330ft (100m).
- 2.4.13. Performance specifications assume that accurate information has been provided regarding and pipe location including locations of bends and elevation changes.

- 2.4.14. Performance specifications assume that accurate information regarding pipe type (material) and diameter has been provided.
- 2.4.15. Accuracy of average pipe wall thickness calculations varies depending on many factors, including the consistency of the pipe materials, accuracy of the design information provided, accuracy of the pipe alignment information provided, consistency of the fluid's bulk modulus, and consistency of the water's temperature. In most cases, accuracies will fall within the following ranges:
  - 2.4.15.1. For metallic mains, average minimum pipe wall thickness will be provided within 15% of its nominal thickness. For metallic mains with lining, this will be provided as an equivalent structural thickness.
  - 2.4.15.2. For asbestos cement mains, the average minimum structural wall thickness will be provided within 15% of its nominal.
  - 2.4.15.3. For Reinforced and Bar-wrapped concrete mains, the average minimum structural stiffness will be provided within 7200 kpsi or 50Gpa.
  - 2.4.15.4. For liquids other than potable or raw water, a bulk modulus calibration must be performed when needed. Normally at the outset of testing and any other times during the testing when the bulk modulus may change (during a rain event for sewer force mains).

### 3 Standard Terms and Conditions

The following terms and conditions of sale (these "Terms") govern all sales of leak detection and pipe-wall condition assessment services and other services, as detailed in this proposal ("Services") by Echologics ("ECHO"). These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions included in Buyer's request for quote, purchase order, invoice, order acknowledgment or similar document. These Terms may not be amended or modified, except by concurrent or subsequent written agreement signed by an authorized representative of ECHO and Buyer. ECHO's acknowledgement of Buyer's purchase order will not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

#### 3.1 PURCHASE AND SALE

ECHO hereby agrees to deliver Services and Buyer agrees to purchase Services on the terms set forth in the proposal and subject to these Terms. Subject to the proposal, Buyer may issue ECHO purchase orders for the purchase of Services from ECHO. All purchase orders are subject to acceptance by ECHO and will reference this proposal and agreement and will describe at a minimum Services being purchased, the purchase price and requested performance date.

#### 3.2 PURCHASE PRICE AND TAXES

(a) Price: The price to be paid by Buyer for Services is set forth in this proposal or, if the parties intend to contract using purchase orders, will be set forth in one or more purchase orders. The purchase price excludes any applicable taxes.

(b) Taxes: ECHO's price, unless otherwise agreed, will be fixed and does not include, and ECHO is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes.

(c) Payment Terms: Payment is due within 30 days from the invoice delivery date.

(d) Interest on Late Payments: If Buyer fails to pay ECHO amounts due under this agreement, ECHO may, in addition to any other rights or remedies available to it, charge, and Buyer will pay, interest on such overdue amount at the maximum rate/amount permitted by applicable law.

(e) Additional Services. The proposed cost of Services, as set forth in this proposal, is provided based on Services outlined in this proposal. Any work requested by Buyer must reflect the Services and otherwise fall within the terms and the conditions of the proposal. Any requests for additional services will be invoiced separately.

(f) Set Off. All amounts that Buyer owes ECHO under an Order will be due and payable according to the terms of the Order. Buyer may not set-off such amounts or any portion thereof, whether or not liquidated, against sums that Buyer asserts are due it or any of its affiliates under other transactions with ECHO or any of its affiliates.

#### 3.3 TIMING OF DELIVERY

ECHO will use commercially reasonable efforts to complete the Services within the timeframe, if any, indicated in this proposal. Actual delivery times may vary, and ECHO will be liable for a delay in delivery only to the extent that ECHO fails to exercise commercially reasonable efforts in performing the Services. Failure to deliver Services by any mutually agreed date will not be a sufficient cause for cancellation of this agreement. ECHO will not be liable for delay in delivery due to causes beyond its reasonable control,

including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery will be extended for a length of time equal to the period of the delay.

### 3.4 LIMITATION OF LIABILITY

(a) **Consequential Damages:** IN NO EVENT WILL ECHO BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOST SAVINGS OR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Direct Damages:** IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY BUYER AGAINST ECHO OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES OR AGENTS (THE "PROTECTED PARTIES") WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY ECHO OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), BUYER'S EXCLUSIVE REMEDY WILL BE TO RECEIVE FROM ECHO PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE PURCHASE PRICE PAID BY BUYER TO ECHO FOR THE SERVICES IN QUESTION.

(c) **Asbestos:** During the course of delivering Services, ECHO may conduct tests on asbestos cement pipe. Any information provided to Buyer by ECHO regarding the condition or serviceability of such pipe relates only to its capacity to hold and transport water. As between the parties, Buyer is solely responsible for complying with all laws and regulations related to asbestos and asbestos cement pipe. Buyer will protect, indemnify and hold harmless the Protected Parties from and against any and all actions, causes of action, proceedings, losses, damages, judgments, penalties and expenses that may be imposed on, incurred by or asserted or threatened against the Protected Parties that are related to asbestos or asbestos cement pipe and ECHO's performance of this contract.

(d) Buyer agrees to look exclusively to Buyer's insurer to recover for injuries or damage in the event of any loss or injury and Buyer releases and waives all right of recovery against ECHO arising by way of subrogation.

### 3.5 INDEMNITY

Buyer agrees to indemnify, hold harmless and defend ECHO, its directors, officers, employees, agents, successors, assigns, customers, users and those for whom it acts as agent (together, the "Indemnified Parties") against any and all judgments, losses, damages, violations, penalties, expenses, costs, including defense costs and legal fees, arising from any and all lawsuits, demands, or claims for personal injury, death, property damage, or other liability arising or claimed to arise from any act or omission of the Buyer, its agents or its employees that is related to the performance of this Agreement.

### 3.6 DISCLAIMER

All forms of non-destructive testing involve an inherent and unavoidable level of uncertainty. The results provided by ECHO are not guaranteed. The methods used for leak detection and pipe condition assessment are highly dependent on input parameters; therefore, it is not possible to certify the results. ECHO is not responsible any actions taken or recommendations made by Buyer based on the results presented in the report.

ECHO uses a commercial reasonable and technology-based best effort methodology developed through experience and expertise in acoustic-based leak detection and pipe wall condition assessment. The

findings are summarized in a report format and represent survey level results. The accuracy of assessments is subject to, among other factors:

- a. interference from background noise, which, in specific cases, may make the data unsuitable for analysis; and
- b. the accuracy of certain information provided to ECHO by Buyer, including, but not limited to, pipe infrastructure descriptions and layouts, water temperature and the distance and size of pipes.

Results may vary significantly if these or other factors interfere with the assessment.

### 3.7 Intellectual Property Rights

(a) ECHO owns all right, title and interest in and to the Services, including all components thereof, and all derivative works, modifications and all Intellectual Property Rights related thereto or derived therefrom. Intellectual Property Rights means all inventions, processes, business models, methods of doing business, know-how, works of authorship, copy, artwork, designs, software, code, and other material, and all patents, trademarks, service marks, copyrights, trade secrets, moral rights, and other intellectual property and proprietary rights therein.

(b) Each party hereto will keep and own its Intellectual Property Rights existing prior to the Effective Date of this Agreement. Except as expressly set forth herein, none of the execution, delivery nor performance of this Agreement will be construed as granting or conferring to either party hereto, or any other third party, any interest, right or license of any kind or nature in or to the other party's Intellectual Property Rights.

(c) All information, technology, materials and other work, including the Intellectual Property Rights related thereto, conceived, discovered, developed or created pursuant to this Agreement, alone or in conjunction with a third party ("Project Work"), is and will be owned exclusively by ECHO. Buyer hereby unconditionally and irrevocably transfers and assigns and upon the future creation thereof transfers and assigns to ECHO all right, title and interest in or to any Project Work. ECHO hereby grants Buyer a worldwide, non-exclusive, non-transferable, non-sub-licensable, perpetual right to use, copy or modify any report or other deliverable provided by ECHO in the course of performing the Services. All rights not expressly granted to Buyer under this agreement are expressly reserved by ECHO.

### 3.8 MISCELLANEOUS

(a) These Terms will be binding upon and will inure to the benefit of ECHO and Buyer and their respective successors and permitted assigns. Buyer will not assign this agreement or its rights or obligations hereunder without the prior written consent of ECHO.

(b) **Governing Law; Time Limit to Bring Claims:** These Terms will be governed by, and construed and enforced in accordance with, in the case of Echologics operations in Canada, the laws in force in the Province of Ontario and, in the case of Echologics operations outside Canada, the laws in force in the State of Delaware (in each case, excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction). The parties agree to submit to the jurisdiction of the courts of the Province of Ontario and the federal courts of the State of Delaware, respectively, and in each case waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. It is agreed that no suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.



**(c) Severability:** If any portion of these Terms is determined to be illegal, invalid or unenforceable for any reason, then such provision will be deemed stricken for purposes of the dispute in question and all other provisions will remain in full force and effect.

**(d) Waiver:** Failure by ECHO to assert all or any of its rights upon any breach of this agreement will not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor will any waiver be implied from the acceptance of any payment of service. No waiver of any right will extend to or affect any other right ECHO may possess, nor will such waiver extend to any subsequent similar or dissimilar breach.

**(e) Press Releases:** ECHO may disclose the existence of these Terms, the agreement with Buyer or the relationship between the parties.

## 4 Acceptance and Agreement

By signing below, PEC (City of Glendale) accepts this proposal as per the terms and conditions indicated herein. Once signed by both PEC (City of Glendale) and Echologics this proposal will constitute an agreement for Echologics to provide the services indicated herein for the consideration indicated herein.

Accepted on behalf of PEC (City of Glendale):

\_\_\_\_\_

Date:

Name and Title:

Accepted on behalf of Echologics:

\_\_\_\_\_

Date:

Name and Title: