GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
PUBLIC NOTICE AND AGENDA
REGULAR SESSION

Tuesday, October 20, 2020 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona

DUE TO COVID-19 AND RELATED PRECAUTIONS IN-PERSON ATTENDANCE IS PROHIBITED
VIRTUAL MEETING- PLEASE SEE DETAILS BELOW

*Pursuant to ARS § 38-431.02, ARS § 38-431.03 and ARS § 38-431.05, the Golder Ranch Fire District Governing Board will meet in Regular Session that begins at approximately **9:00 a.m. on Tuesday, October 20, 2020**. The meeting will originate at the Fire District Administration Board Room, which is located at **3885 East Golder Ranch Drive, Tucson, Arizona**. The order of the Agenda may be altered or changed by direction of the Board. The Board may vote to go into Executive Session, which are not open to the public, on any agenda item pursuant to ARS § 38-431.03(A)(3) for discussion and consultation for legal advice with the Fire District Attorney on the matter(s) as set forth in the agenda item. The following topics and any reasonable variables related thereto will be subject to discussion and possible action.*

1. **CALL TO ORDER/ROLL CALL**

2. **SALUTE AND PLEDGE OF ALLEGIANCE**

3. **FIRE BOARD REPORTS**

4. **CALL TO THE PUBLIC**
   This is the time for the public to comment. Members of the Board are not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda.

   ***** Please see revised instructions to speakers at the bottom of this agenda.***

5. **PRESENTATIONS**

   A. PROCLAMATION – FIRE PREVENTION MONTH

6. **CONSENT AGENDA**
   The consent portion of the agenda is a means of expediting routine matters, such as minutes or previously discussed or budgeted items that must be acted upon by the Board. Any item may be moved to Regular Business for discussion and possible action by any member of the Board.

   A. APPROVE MINUTES – SEPTEMBER 15, 2020 REGULAR SESSION
   B. APPROVE MINUTES – SEPTEMBER 15, 2020 EXECUTIVE SESSION

7. REPORTS AND CORRESPONDENCE

A. FIRE CHIEF'S REPORT - CHIEF KARRER
- UPDATES ON THE FOLLOWING AREAS:
  - MEETINGS, TRAININGS, AND EVENTS ATTENDED
  - POLITICAL & PUBLIC SAFETY INTERACTIONS/UPDATES
  - DISTRICT ACTIVITIES
  - PERSONNEL
  - COMMENDATIONS/THANK YOU CARDS RECEIVED
- BOARD SERVICES REPORT – MANAGER PAINTER
- COMMUNITY RELATIONS REPORT – MANAGER BRASWELL
- INFORMATION TECHNOLOGY REPORT – MANAGER RASCON
- LEADERSHIP TEAM REPORT – PRESIDENT JONES

B. EMERGENCY/LIFE SAFETY SERVICES ASSISTANT CHIEF'S REPORT - CHIEF BRANDHUBER
- UPDATES ON THE FOLLOWING AREAS:
  - ASSISTANT CHIEF'S ACTIVITIES FOR THE MONTH
  - EMS
  - FINANCE
  - FIRE AND LIFE SAFETY SERVICES
  - HEALTH AND SAFETY
  - HONOR GUARD/PIPES AND DRUMS
  - HUMAN RESOURCES
  - OPERATIONS
  - SPECIAL OPERATIONS
  - TRAINING
  - WILDLAND

C. LOGISTICS & SPECIAL PROJECTS ASSISTANT CHIEF'S REPORT - CHIEF ABEL
- UPDATES ON THE FOLLOWING AREAS:
  - ASSISTANT CHIEF'S ACTIVITIES FOR THE MONTH
  - SPECIAL PROJECTS
  - LOGISTICS

8. REGULAR BUSINESS

A. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A JOB ORDER CONTRACT (JOC) AGREEMENT POLICY TO ESTABLISH A PROCEDURE FOR ENTERING INTO AND EXECUTING A JOC AGREEMENT WITH A CONSTRUCTION PARTNER FOR RENOVATION, REPAIR, AND MINOR NEW CONSTRUCTION PROJECTS

B. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

C. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(3) FOR THE PURPOSE OF CONSULTATION OR LEGAL ADVICE REGARDING CONFIDENTIAL PERSONNEL MATTERS, INCLUDING AN EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) COMPLAINT RECEIVED

9. FUTURE AGENDA ITEMS

This provides an opportunity for the Board to direct staff to include items on future agendas for further consideration and decision at a later date or to further study the matter.

- Regularly scheduled meeting – November 16, 2020

10. CALL TO THE PUBLIC

This is the final opportunity, on this agenda, for a member of the public to address the Governing Board. Please refer to agenda item four (4) for additional clarification and direction.

11. ADJOURNMENT

In-person attendance by members of the public will be prohibited due to the current COVID-19 social distancing restrictions.

Members of the public can watch public meetings online or join the meeting via a teleconference (details on how to watch or listen are listed below) and, where appropriate, participate by the following electronic means: if a member would like to submit a comment or question, also known as a speaker card, please email the Board Services Manager at bpainter@grfdaz.gov no later than 30 minutes to prior to the start of the public meeting. If the sender wants it to be read at the meeting (which may or may not occur, in part or in its entirety, as appropriate under the circumstances), comments shall be limited to no more than 500 words or three minutes as read aloud. Such emails shall also identify the name and address of speaker, and whether the sender wants the email read during the Call to the Public section or a specific agenda item.

To view the meeting online please visit our website at grfdaz.gov/grfd-agenda-minutes, there is an agenda posted, with background information linked to each agenda item. There is also a link to view the meeting online. If you would like to call and listen to the meeting via telephone please dial 1.877.853.5247 (Toll Free) or 1.253.215.8782 - Webinar ID: 914 9813 2566

Wally Vette, Clerk of the Board
Golder Ranch Fire District

If any disabled person needs any type of accommodation, please notify the Golder Ranch Fire District Administration at (520) 825-9001 prior to the scheduled meeting. A copy of the agenda background material provided to Board members (with the exception of material relating to possible executive sessions) is available for public inspection at the administration office, 3885 E Golder Ranch Drive, Tucson, Arizona 85739.

Posted By: Brooke Painter 10/8/2020 at 9:00 a.m.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Brooke Painter, Board Services Manager

DATE: October 20, 2020

SUBJECT: Fire Board Reports

ITEM #: 3

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This item allows for the Fire Board Members to report to the public and/or staff any events, meetings, conferences, etc. they may have attended and/or points of interest that took place throughout the month.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: October 20, 2020

SUBJECT: Call to the Public

ITEM #: 4

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda. ** Please see revised instructions to speakers at the bottom of the agenda.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: October 20, 2020

SUBJECT: PROCLAMATION – FIRE PREVENTION MONTH

ITEM #: 5A

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

Since 1922, the NFPA has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

We ask that Chairperson Vicki Cox Golder read the attached proclamation.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Randy Karrer

A PROCLAMATION OF THE GOVERNING BOARD OF THE GOLDER RANCH FIRE DISTRICT PROCLAIMING OCTOBER, 2020 AS FIRE PREVENTION MONTH THROUGHOUT THIS FIRE DISTRICT

WHEREAS, the Golder Ranch Fire District is committed to ensuring the safety and security of all those living in and visiting their fire district; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,630 people in the United States in 2017, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 357,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire

WHEREAS, Golder Ranch Fire District residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Golder Ranch Fire District Firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

GOLDER RANCH FIRE DISTRICT

Fire ~ Rescue ~ Ambulance
3885 E. Golder Ranch Drive
Tucson, Arizona 85739

Chief Randy Karrer

WHEREAS, Golder Ranch Fire District residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2020 Fire Prevention Week theme ™, "Serve Up Fire Safety in the Kitchen!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, I Vicki Cox Golder, Chairperson of the Golder Ranch Fire District Governing Board do hereby proclaim October 2020, as Fire Prevention Month throughout this Fire District, and I urge all the people of the Golder Ranch Fire District to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Month 2020, and to support the many public safety activities and efforts of Golder Ranch Fire District fire and emergency services.

Dated this 20th day of October, 2020.

Attest:

Vicki Cox Golder
Chairperson
Golder Ranch Fire District

Wally Vette
Clerk
Golder Ranch Fire District

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Brooke Painter, Board Services Manager

DATE: October 20, 2020

SUBJECT: APPROVE MINUTES – SEPTEMBER 15, 2020 REGULAR SESSION

ITEM #: 6A – 6B

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☒ Legal Review

BACKGROUND

In compliance with A.R.S. §38-431.01, approval of:

A. APPROVE MINUTES – SEPTEMBER 15, 2020 REGULAR SESSION
B. APPROVE MINUTES – SEPTEMBER 15, 2020 EXECUTIVE SESSION

RECOMMENDED MOTION

Motion to approve the October 20, 2020 Consent Agenda.

GOLDER RANCH FIRE DISTRICT
GOVERNING BOARD MEETING
REGULAR SESSION MINUTES
September 15, 2020 9:00 a.m.
3885 East Golder Ranch Drive, Tucson, Arizona

DRAFT

1. CALL TO ORDER/ROLL CALL

Fire Board Chairperson Cox Golder called the meeting to order on Tuesday, September 15, 2020, at 9:11 a.m.

Members Present: Board Chairperson Vicki Cox Golder (telephonically), Board Vice-Chair Richard Hudgins, Clerk Wally Vette, Board Member Steve Brady, and Board Member Albert Pesqueira

Staff Present: Fire Chief Randy Karrer, Assistant Chief Patrick Abel, Assistant Chief Brandhuber, Community Relations Manager Anne-Marie Braswell (via Zoom), Finance Manager Dave Christian, IT Manager Herman Rascon (via Zoom), Board Services Manager Brooke Painter, and Legal Counsel Donna Aversa (via Zoom)

2. SALUTE AND PLEDGE OF ALLEGIANCE

All in attendance recited the Pledge of Allegiance.

3. FIRE BOARD REPORTS

Board Member Brady stated that he received a letter from auditors explaining what they would be auditing. He was asked to pass the information on to the other board members. He also wanted to thank Chief Hurguy and Chief Robb for the podcasts.

4. CALL TO THE PUBLIC

There were no public issues presented.

5. CONSENT AGENDA

A. APPROVE MINUTES – August 18, 2020, REGULAR SESSION

B. APPROVE MINUTES – AUGUST 18, 2020, EXECUTIVE SESSION

MOTION by Clerk Vette to approve the August 18, 2020 Consent Agenda
MOTION SECONDED Vice-Chair Hudgins
MOTION CARRIED 5/0

6. REPORTS AND CORRESPONDENCE

A. FIRE CHIEF'S REPORT – Chief Karrer presented the fire chief's report to the Governing Board. He added that the auditors have been conducting the annual audit. Board Member Vette asked about the fleet maintenance agreement with the Town of Oro Valley Police Department. Chief Karrer explained there was a small increase to the rate, which provides a nearly full recovery of cost for services. There were no further questions or comments from the Governing Board.

- BOARD SERVICES REPORT – Board Services Manager Painter stated that her report was included in the board packet. There were no further questions or comments from the Governing Board.

- COMMUNITY RELATIONS REPORT – Community Relations Manager Braswell stated that her report was included in the board packet. Chief Karrer wanted to give kudos to the Community Relations team. He added that they have been very busy working with the Oro Valley Chamber, businesses within our District as they begin to reopen, the schools, and working on recruitment videos for the upcoming academy. There were no further questions or comments from the Governing Board.

- INFORMATION TECHNOLOGY REPORT – IT Manager Rascon stated that his report was included in the board packet. There were no further questions or comments from the Governing Board.

- LEADERSHIP TEAM REPORT – President Jones invited the Board to a family outing where they will be showing the movie, The Sandlot, on September 18, 2020, at 6:00 p.m. at Steam Pump Ranch. President Jones also wanted to express the Union's complete support of the 1582 agreement on the agenda for the Board's approval.

B. EMERGENCY/LIFE SAFETY SERVICES ASSISTANT CHIEF'S REPORT – Chief Brandhuber presented the Emergency/Life Safety Services Assistant Chief's report to the Governing Board. Chief Brandhuber added that Chief Cesarek would be presenting the ambulance-billing reports. Chief Cesarek presented the EMS billing reports to the Board. Clerk Vette asked about the lockboxes that had been switched out and if they could be sold elsewhere. Chief Brandhuber explained that because of the security, there is no way to repurpose them. Vice-Chair Hudgins asked about the crews on wildfires; Chief Brandhuber stated that we have two crews in California and a single resource unit in Colorado. Chairperson Cox Golder asked how long their assignments were; Chief Brandhuber explained the initial assignment is two weeks, with the possibility of being extended. Vice-Chair Hudgins asked about the academy; Chief Brandhuber stated it is still going as planned. There were no further questions or comments from the Governing Board.

DRAFT

C. LOGISTICS AND SPECIAL PROJECTS ASSISTANT CHIEF'S REPORT – Chief Abel presented the Logistics and Special Projects Assistant Chief's report to the Governing Board. He updated the Board on the Station 375-remodel project; it is going very well and is on track to finish on schedule. There were no further questions or comments from the Governing Board.

7. REGULAR BUSINESS

A. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF THE CONTRACT FOR CREDIBILITY ASSESSMENTS AND OTHER SERVICES AS NEEDED BETWEEN BIG DOG SECURITY SOLUTIONS AND GOLDER RANCH FIRE DISTRICT

Chief Brandhuber explained that this is just another way to ensure we are getting the best possible people during the academy's hiring process. This system detects pupil movements to detect deceitfulness. Board Member Brady asked if the applicant had to agree to this process. Chief Brandhuber explained that it was included on the job announcement and was approved by our legal counsel.

MOTION by Board Member Pesqueira to approve a contract for credibility assessments, district audits, and interviews as needed between Big Dog Security and Golder Ranch Fire District
MOTION SECONDED by Clerk Vette
MOTION CARRIED 5/0

B. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR OCCUPATIONAL HEALTHCARE PROVIDER SERVICES FOR ALL DISTRICT PERSONNEL BETWEEN BANNER OCCUPATIONAL HEALTH AND GOLDER RANCH FIRE DISTRICT

Chief Brandhuber stated that one of the benefits, in comparison to our new provider, is they outsource physical therapy, instead of keeping it in house. Chief Brandhuber provided the benefits Golder Ranch would receive by switching to Banner Occupational Health. Clerk Vette asked about how this provider is better than the current provider and the cost comparison. Chief Brandhuber explained that this provider is better in almost every aspect and is only a minimal increase in cost. Board Member Brady asked about the Northwest Fire District (NWFD) agreement that was included in the packet. Chief Brandhuber explained that NWFD had an agreement in place, allowing other districts to tag onto the bid, and then with the help of Legal Counsel Aversa, we were able to draft a contract with Banner for Golder Ranch Fire District.

MOTION by Clerk Vette to approve the contract for occupational healthcare provider services for all District personnel between Banner Occupational Health and Golder Ranch Fire District with the provision that if legal rewording needs to take place, that be allowed, and that be signed by the clerk or another member of the Board
MOTION SECONDED by Board Member Brady
MOTION CARRIED 5/0

DRAFT

C. DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A CONTRACT FOR ANNUAL MEDICAL EVALUATIONS AND PRE-EMPLOYMENT MEDICAL EXAMINATIONS FOR UNIFORM PERSONNEL BETWEEN 1582 AND GOLDER RANCH FIRE DISTRICT

Chief Karrer explained that this is a negotiated item with the Local #3832 and is highly supported by the Union. Chief Brandhuber explained there is a $200 per physical increase. However, the quality of the physical provided is well worth the cost. Chief Grissom explained that they offer a full-body ultrasound, full-body skin cancer assessment, extensive blood work with added cancer detections, echocardiogram, and stress test on a treadmill.

MOTION by Vice-Chair Hudgins to approve the contract for annual medical evaluations and pre-employment medical examinations for uniform personnel between 1582 and Golder Ranch Fire District
MOTION SECONDED by Clerk Vette
MOTION CARRIED 5/0

D. DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

Finance Manager Christian presented the monthly financials and reconciliation for Golder Ranch Fire District to the Governing Board. Manager Christian explained the possibility of utilizing bond funds to pay down the PSPRS unfunded liability. Chief Karrer stated that this would take legislative action; he is working with John Flynn and Chief Freitag to work towards this. After researching the numbers with Stifel, it will provide significant savings to the taxpayers. The League of Cities and Towns is supportive of this idea. Board Member Brady asked Chief Karrer if he anticipated this coming up in the next legislative session; Chief Karrer said he thought it would. There were no further questions or comments from the Governing Board.

MOTION by Board Member Pesqueira to approve and accept the Golder Ranch Fire District reconciliation and monthly financial reports as presented
MOTION SECONDED by Board Member Brady
MOTION CARRIED 5/0

E. EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO ARS §38-431.03.A(1) FOR THE PURPOSE OF DISCUSSION AND REVIEW OF THE FIRE CHIEF'S ANNUAL GOALS AND PERFORMANCE MEASURES

MOTION by Clerk Vette to enter into executive session pursuant to ARS. §38-431.03.A(1) for the purpose of discussion and review of the fire chief's annual performance review and for legal advice at 10:27 a.m.
MOTION SECONDED by Vice-Chair Hudgins
MOTION CARRIED 5/0

DRAFT

Those present in the executive session were the Board Members, Chief Karrer, Attorney Aversa (via telephone), and Manager Painter.

The Board reconvened into regular session at 11:01 a.m.

Chairperson Cox Golder reminded those in attendance Executive Sessions are confidential pursuant to ARS §38-431.03(C).

F. DISCUSSION AND POSSIBLE ACTION REGARDING THE FIRE CHIEF'S ANNUAL PERFORMANCE EVALUATION AND EMPLOYMENT CONTRACT

MOTION by Vice-Chair Hudgins to approve the fire chief's five goals and objectives for 2020-2021 and have those goals and objectives attached to the regular minutes of this meeting
MOTION SECONDED by Clerk Vette
MOTION CARRIED 5/0

8. FUTURE AGENDA ITEMS

This provides an opportunity for the Board to direct staff to include items on future agendas for further consideration and decision at a later date or to study the matter further.

- Regularly Scheduled Meeting – October 20, 2020

9. CALL TO THE PUBLIC

There were no public issues presented.

10. ADJOURNMENT

MOTION by Board Member Brady to adjourn the meeting at 11:04 a.m.
MOTION SECONDED by Board Member Pesqueira
MOTION CARRIED 5/0

Wally Vette, Clerk of the Board
Golder Ranch Fire District
b/p

DRAFT

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: October 20, 2020

SUBJECT: REPORTS AND CORRESPONDENCE

ITEM #: 7A – 7C

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

A. Fire Chief's Report – Chief Karrer
   - Updates on the following areas:
     - Meetings/Trainings and Events Attended
     - Political & Public Safety Interactions
     - District Activities
     - Personnel
     - Commendations/Thank You Cards Received
   - Board Services Report – Manager Painter
   - Community Relations Report – Manager Braswell
   - Information Technology Report – Manager Rascon
   - Leadership Team Report – President Jones

B. Operations Assistant Chief's Report – Chief Brandhuber
   - Updates on the following areas:
     - EMS
     - Finance
     - Fire and Life Safety Services
     - Health And Safety
     - Honor Guard/Pipes And Drums
     - Human Resources
     - Operations
     - Special Operations
     - Training
     - Wildland

C. Logistics & Special Projects Assistant Chief's Report – Chief Abel
   - Updates on the following areas:
     - Logistics
     - Special Projects

RECOMMENDED MOTION

No motion is necessary for this agenda item.

CHIEF'S REPORT

Fire Chief – Randy Karrer

September 2020

Meetings, Trainings & Events Attended for the Month

I conducted command weekly staff briefings and direct reports meetings. Chief Scott Miller was in attendance for one of the direct reports meetings where we discussed projects he can assist with. Chief Miller also provided staff an update of his duties as president of the Western Fire Chief's Association as well as upcoming events.

We conducted the monthly governing board meeting via Zoom.

I attended the Arizona Ambulance Association (AzAA) monthly meeting as well as the AzAA conference in Mesa along with Chief Brandhuber. It was a virtual conference, but because Chief Brandhuber is currently the vice president, and running for president, he was involved in the production of the conference.

I attended the Oro Valley Council meetings virtually.

I attended the Oro Valley Executive Leadership Team meeting. J. J. Johnson, the Economic Development Director, submitted his resignation. We worked very closely with J.J. and very much valued his leadership. He will be missed.

I participated in a Zoom meeting and was interviewed for an advisory board position for Community Bridges, Inc. (CBI). CBI is a non-profit community assistance program that has services throughout the state. I was nominated by Fire Chief Mary Cameli from the Mesa Fire and Rescue Department. I will serve as the representative for the Arizona Fire Chief's Association (AFCA) as the southern region representative. See attached brochure.

Chiefs Abel, Brandhuber, and I participated in the AFCA annual membership meeting. Chief Miller participated from home. It is usually held at the July conference but because of COVID–19, it was canceled and rescheduled. It was a very productive meeting with good information disseminated.

I attended the AFCA Zone Dispatch conference call via Zoom.

I attended a planning session via Zoom regarding the Fire Chief's Academy process through the AFCA.

I attended the Arizona State Training Committee executive committee meeting and the regular committee meeting; both via Zoom.

I had breakfast with chiefs from Pima County and other community partners to discuss collaborative opportunities in the region.

I served as a board member for the Securis workers' compensation pool meeting via Zoom. It was a very long meeting, but much was accomplished.

I had lunch with Barry Richardson, vice president of MES Fire Equipment. We discussed our upcoming self-contained breathing apparatus (SCBA) purchase as well as turnout gear technology.

Chief Brandhuber and I attended the Property Tax Oversight Commission meeting (PTOC) conference call. Golder Ranch Fire District (GRFD) did over collect in Pinal County by $356.00, which was briefly discussed. This was likely due to changes in property tax assessment. This was well within the limits of our collection.

I attended Northwest Fire District (NWFD) Paramedic Clint Green's 80th birthday celebration. It was a very nice recognition.

The Union arranged a fellowship event at Steam Pump Ranch to watch the movie, "The Sandlot," at the drive-in movie theater set up there. It was a wonderful time of year to gather (appropriately socially distanced, of course) for these types of events. Special thanks to the Local 3832 for organizing the event.

Political & Public Safety Interactions & Updates

Attached is the Arizona Fire Districts Association (AFDA) legislative update.
I attended the AFDA board meeting virtually. The conference scheduled for next January was canceled, however, they will be conducting the mandatory statutory classes for board members. I was asked to assist.

I attended and served as Chairman of the Arizona Fire Service Institute (AFSI). We discussed many issues, including the recent vacancy of the Arizona Department of Health Services (ADHS) Bureau Chief of EMS and Trauma. Additionally, we are seeking support for the Certificate of Participation (COP). See attached agenda.

I joined a group of fire chiefs, including Tucson Fire Department (TFD) Chief Ryan, Phoenix Fire Chief Kalkbrenner, Mesa Fire Chief Cameli, Scottsdale Fire Chief Shannon, Goodyear Fire Chief Luizzi, Central Arizona Fire Chief Freitag, along with the Professional Firefighters of Arizona president, Bryan Jefferies, on a Zoom conference call. We met with Jessica Rigler, the Deputy Director of ADHS regarding the vacant bureau chief position. The vacant position oversees all ambulance transportation and regulation throughout the state and has a significant impact on our operation. We wanted to contribute input as to whom we would like to be selected to fill the position.

We participated in a regional collaborative grant request with our neighboring fire departments for additional Pima County Wireless Integrated Network (PCWIN) radios. I am pleased to report that the "collaborative" was awarded the fiscal year 2019 Assistance to Firefighters Grant (AFG). Special thanks goes out to the grant consultant, Jim Grasham, our amazing partners at PCWIN, and the Pima County Grants Management and Innovation Department. Because of their efforts, the collaborative now has $2,839,313.67 in federal funding to meet many of the region's critical communications needs. GRFD's portion will result in 38 new mobile radios for our response apparatus.

Oro Valley Police Department (OVPD) and GRFD responded to a serious medical call that resulted in the patient being revived. The patient suffered an unknown cardiac event; OVPD responded and began CPR. Moments later, GRFD arrived to shock the patient to revive them. The patient was promptly transported to a medical facility. This is, yet, another example of the exceptional response system that we enjoy in the Town of Oro Valley. It truly is a partnership!

NWFD Chief Bradley, TFD Chief Ryan and I shot a "grilling safety" public service announcement (PSA) at Northwest Fire station 332. It was another "episode" in the safety messages the three agencies have been collaborating on.

Chief Robb and I played golf with President Jones and Vice President Ward of the Local 3832 in the annual Fiesta de los Bomberos golf tournament. We have a very good relationship with our labor leaders. It was nice to have a little fun together.

Our current strategic plan will be expiring at the end of 2020. With that in mind, we will be beginning the strategic planning process this fall/winter with the implementation date of February 2021.

We awarded the bids for the lobby remodels at Administration and Fire & Life Safety. Work should begin in the coming weeks and will primarily be done on the weekends to lessen the disruption of the office work flow. The lobbies will be enclosed and offices at the two Golder Ranch facilities will receive updates. This will include adjustments in work spaces, new interior separation walls, new furniture, technological upgrades and other enhancements.

Chiefs Brandhuber, Robb, Grissom, Human Resources (HR) staff and I toured the Banner Occupational Health clinic. We were evaluating whether to switch occupational physician services and made the decision to immediately start the relationship with Banner Occupational Health. Chief Grissom and I met with the president of 1582 to sign the needed documents for the switch of our annual physical provider as well.

The Telestaff project has finally made some progress and we are close to implementation. The Board authorized this project last budget year. It seems the implementation staff has been having a hard time delivering what the sales staff promised, however, we feel that we finally will be able to implement the "test" product in the coming weeks.

I met with Chiefs Abel and Hilderbrand to discuss upcoming bond projects and possible collaborations with our partners. There are some unique opportunities that may come to fruition.

We closed on the solar project with exceptional financing from Stifel Financial. We received the funding for the project which will proceed in the coming weeks.

We have been working with Stifel on a COP project to determine projections of an effective way to manage our Public Safety Personnel Retirement System (PSPRS) unfunded liability. With rates so low, it was clearly a time to evaluate options. Legislative change would be required, but it was clear that this would be a much more effective way to manage that liability; therefore, we are confident that the legislative changes would be seen as favorable. Attached is the preliminary estimate of the costs and possible savings provided by Stifel. Manager Christian and I later attended a Zoom meeting with Stifel. The attached

presentation provides an initial view of the possible scenarios to provide relief of the unfunded liability of PSPRS using a COP. We will provide the Board an overview once we have thoroughly evaluated all the options.

Chief Brandhuber, Manager Christian and I participated in a conference call with Central Arizona Fire and Medical Authority (CAFMA) Fire Chief Freitag and Mike Townsend, the PSPRS administrator. Many of the new PSPRS administrative staff and representatives from Stifel were also on the phone. We discussed, in detail, the unfunded liability many agencies are experiencing and the strategy of PSPRS moving forward to address this liability. We also had a long discussion on the COP process and how that lower bond rate would benefit GRFD, CAFMA and other fire districts. Mr. Townsend told us he would join in our effort at the legislature as he felt strongly this was the best option for districts/authorities to deal with the liability issue.

Please follow this link https://www.buzzsprout.com/1268189/episodes/5297419 for episode #4 of the GRFD podcast with Deputy Chief Jeremy Hilderbrand regarding cultural change on accountability and driving. We installed "Geo Tabs" on all fire apparatus which monitor engine performance, check engine codes, miles per gallon, apparatus speed, braking, hard turns, driving habits, GPS tracking, etc. This is a powerful tool to manage our fleet and protect the safety of our personnel. Another great job done by Chiefs Robb and Hurguy in getting timely and factual information out to our personnel and the greater community with these effective podcasts. Remember, the podcasts are public and widely distributed. Please follow this link for the latest podcast, which is a detailed explanation of the GRFD Community Integrated Health Program (CIHP): https://www.buzzsprout.com/1268189/5589097.

Please follow this link to read Regular Memo 20-052 Political Advertisement. I felt it was necessary to provide guidance and direction on a very difficult issue that we have been dealing with over the past few weeks. I take responsibility for the error, however, what is done is done and we must move forward in the proper direction.

Our neighbor, Miss Heidi Miller, has resurfaced and has logged complaints with our attorney, Donna Aversa's, staff. The issue regarding the cell tower, as she has previously expressed, continues to be her same concern.

I spoke to the fire officers training class on their first day. Because of COVID–19, we held another first day the next day, where I also spoke.

GRFD driver/operator class formally began. This class is an important part of our training program and is a foundation of any advancement for our personnel.

The station 375 remodel project continued to remain on schedule. Please follow this link for a video on the progress on the station 375 remodel: https://drive.google.com/file/d/1jmo4y-It60QYM_1GfJt6kFpfmp6v3SGG/view?usp=sharing

Our Type 6 wildland engine and single resource overhead safely returned from deployment in California. The water tender and crew were extended for an additional 14-day work period. Our new tactical water tender arrived. Our "rock star" fleet department will be outfitting it with radios, equipment and stripping. See attached photo.



Personnel Updates

The attached press release went out regarding our firefighter recruitment.

Commendations and Thank You Letters Received for the Month

- Thank you card for Firefighter Garrett Alexander and Firefighter Denny Hawkins
- Thank you picture for Captain Ben Jones, Engineer James Hansel, Fire Medic Brian Rinder, and Probationary Firefighter Alec Cameron

- Thank you letter for Captain Cameron Hendrix, Fire Medic John Colby, Firefighter Aaron Karrer, Engineer Sean Sicurello, Fire Medic Kyle Campbell, Probationary Firefighter Samuel Yankovich, Fire Medic Tyler Roberts, and Firefighter Garrett Alexander

CONTACT US

AVONDALE

Inpatient, SMI, Patient-Centered Medical Home
824 N. 99th Ave.
Avondale, AZ 85323

BENSON

Residential
646 W. Union St.
Benson, AZ 85602

Inpatient, Crisis Mobile Teams
470 S. Ocotillo Ave.
Benson, AZ 85602

BISBEE

Women and Children
240 O'Hara Avenue
P.O. Box 943
Bisbee, AZ 85603

CASA GRANDE

Inpatient, Crisis Care
675 E. Cottonwood Ln.
Casa Grande, AZ 85122

GLOBE

Crisis Mobile Teams, Outpatient, Residential
5734 E. Hope Ln.
Globe, AZ 85501

HOLBROOK

Residential
993 N. Hermosa Dr.
Holbrook, AZ 86025

MESA

Adolescents, Patient-Centered Medical Home, MAT
1012 S. Stapley Dr.
Bldg. 5
Mesa, AZ 85204

Inpatient
554 S. Bellview Rd.
Mesa, AZ 85204

Center for Hope
Women and Children, Outpatient
554 S. Bellview
Mesa, AZ 85204

Crisis Care, Inpatient
358 E. Javelina Ave.
Mesa, AZ 85210

Crisis Care, MAT Medical Detox, Inpatient
560 S. Bellview
Mesa, AZ 85204

SMI
460 N. Mesa Dr.
Ste. 201
Mesa, AZ 85202

CBI Administration Office
1855 W. Baseline Rd.
Ste. 101
Mesa, AZ 85202

PAYSON

Patient-Centered Medical Home, MAT, Outpatient, Crisis Mobile Teams
803 W. Main St.
Payson, AZ 85541

PHOENIX

Crisis Care, MAT Inpatient, Outpatient
2770 E. Van Buren
Phoenix, AZ 85008

Patient-Centered Medical Home, MAT, Outpatient
1520 E. Pima St.
Phoenix, AZ 85034

Housing Services
2770 E. Van Buren Street
Phoenix, AZ 85008

Supportive Services
1125 W. Jackson St.
Phoenix, AZ 85007

TUCSON

Residential
2950 N. Dodge Blvd.
Tucson, AZ 85716

Residential, Crisis Care, Inpatient, Crisis Mobile Teams, Patient Centered-Medical Home
250 S. Toole Ave.
Tucson, AZ 85701

WINSLOW

Patient-Centered Medical Home
110 E. Second St.
Winslow, AZ 86047

Medical Detox
105 N. Cottonwood Ave.
Winslow, AZ 86047

YUMA

Patient-Centered Medical Home, Residential, Outpatient, MAT
3250 E. 40th St.
Bldgs B & C
Yuma, AZ 85365

COMMUNITY EDUCATION

We at CBI strive to help the people in our community become the best possible version of themselves. That's why our education and outreach team delivers a free, robust and up-to-date program of facts and answers on a variety of important topics.

- School and youth
- Suicide awareness and intervention
- Substance abuse and drug trends
- Signs and symptoms of drug use

communityeducation@cbridges.com

WE CAN HELP!

Please contact us today for more information about our services.

877.931.9142
TTY 623.643.9680
communitybridgesAZ.org

CBI
COMMUNITY BRIDGES, INC.
CELEBRATE BELIEVE INSPIRE

CBI
COMMUNITY BRIDGES, INC.
CELEBRATE BELIEVE INSPIRE



INTEGRATED BEHAVIORAL HEALTHCARE

OUR PURPOSE

To be an Agent of Positive Change in our Communities

OUR MISSION

To Maintain the Dignity of Human Life

OUR VALUES

We Value Human Life, the Sustaining of Human Life, the Recovery of Human Life

AGENCY SERVICES

Community Bridges, Inc. (CBI) is the premiere non-profit fully integrated healthcare provider of substance use and behavioral health programs in Arizona, including prevention, education and treatment using cutting-edge, nationally recognized, evidence-based models.

CBI believes in maintaining the dignity of human life, and knows recovery is possible!

877.931.9142
communitybridgesAZ.org

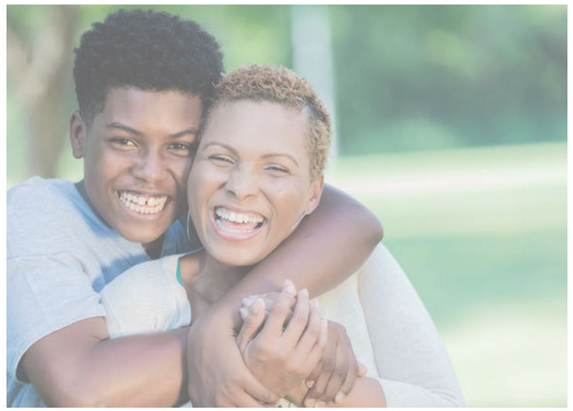
WHO WE SERVE

We treat patients from all different walks of life, and we work hard—and with mighty hearts—to maintain the dignity of human life in everything we do.

Adolescents

In response to the growing needs of our adolescent community and their families, we foster systems of care and ongoing support to promote successful long-term recovery. Each adolescent and his/her family work in partnership with a dedicated team of medical and behavioral professionals to achieve true wellness.

- Opioid-specific treatment programs
- Individual counseling and family support
- Assessment and treatment planning
- Identifying and building natural supports



Homeless

Using a recovery-oriented approach to ending homelessness, we at CBI help people transition from the street to permanent housing as quickly as possible. This provides the framework to then achieve goals around daily living activities and recovery.

- Intense and targeted outreach
- Rapid rehousing and transportation
- Community-based support networks
- Behavioral and recovery assistance



Veterans

Serving the veterans in our community with wrap-around services that connect veterans with housing and ongoing care. Our ultimate goal is to improve housing and income stability, along with making meaningful connections and engaging in community activities.

- Intense and targeted outreach
- VA and other application aid for housing
- Medical, behavioral and recovery care
- Employment assistance

Women & Children

In an effort to build strong families capable of sustaining recovery and rebuilding their lives, we offer housing for women and their children. Women who are homeless, pregnant/postpartum and have a substance use disorder, or women who are victims of sex trafficking, can begin the process of recovery with dignity in a safe environment.

- Self-sufficiency and independence
- Living skills
- Safe, nurturing environment
- Medical, behavioral and recovery care

SERVICES OFFERED

We use a combination of education, therapy, housing, medications, and other supportive services that are not one-size-fits-all.

Patient-Centered Medical Home

Using the Patient-Centered Medical Home model, we promote an open partnership between practitioners, patients and their families. Our medical teams work together to ensure a patient's physical and mental healthcare needs are treated.

- Chronic disease management
- Vaccinations
- Counseling
- Wellness checkups

Crisis Care

Our teams help those in mental health crisis from hurting themselves and others. We provide inpatient intervention, triage and support until the crisis subsides, while maintaining the dignity of each patient. After crisis subsides, we transition them to the appropriate supportive care environment.

- 24-hour crisis observation/stabilization
- Psychiatric assessment
- Peer and family support
- Physical health services
- Short-term inpatient care
- Medical detoxification
- Court-ordered evaluation and treatment
- Mental health petition assistance

Mental Healthcare

We support those in our community who struggle with mental health issues. We know that with the proper combination of care and services, they can-and do-thrive.

- Community re-entry and ongoing care
- Empowerment to live independently
- Employment and housing assistance
- Positive support system

Substance Use Care

Medical detoxification is the first step to recovery. We help patients manage their intense physical symptoms that come from substance use withdrawal. Services go beyond detox in managing the root of the addiction by using nationally recognized treatment models.

- Adult and teen opioid intervention
- Medication assisted treatment (MAT)
- Evaluation and medial consultation
- Medical detoxification
- Outpatient treatment groups
- Individual counseling and Family education

To be effective in treating substance abuse and behavioral health issues, the first step to a successful recovery is having a safe and healthy place to stay. We house those experiencing homelessness and substance use disorders to treat their medical, psychiatric, and substance abuse needs.

- Case management
- Counseling and peer support
- Child care
- Transportation and living skills

Temporary Housing

Crisis Mobile Teams are on call 24/7 for immediate response to the needs of community members who are in danger of hurting themselves or others. Having overcome their own substance use battles, their backgrounds make them ideal in reaching those who need help, and giving them access to support services for ongoing treatment.

- Emergency mental health services
- Mental health risk assessment
- On call 24/7
- Placement and referral services

Crisis Mobile Teams

Hernandez, Maggie

From: John Flynn <johnflynn@azfireadvisor.com>
Sent: Monday, September 21, 2020 6:22 AM
To: AFDA Admin
Subject: AFDA Weekly Legislative & Political Report - 9/21/20
Attachments: 2020 Arizona General Election Candidates (1).pdf

Importance: High

- Following each decade's census, state-by-state population counts are used to reallocate the 435 U.S. House seats through a process known as reapportionment. Arizona has gained an additional House seat following each census since 1960. An undercount in the census would jeopardize Arizona gaining a tenth congressional seat. Arizona's 2020 U.S. Census response rate is currently among the tenth lowest in the nation at 89% (national average is 93%). An undercount would also imperil federal funding, which is allocated based upon population. Arizona stands to lose approximately $600 million over the next decade if even one percent of the state's population is not counted. The U.S. Census count is slated to end on September 30th.

- **ATTENTION FIRE CHIEFS**: The ADHS rulemaking comment period for the Draft Article 9 Certificate of Necessity Rules is **OPEN until October 4, 2020**. Fire agency's may comment on the proposed Article 9 CON Rules using the ADHS on-line survey form. It is IMPERATIVE that the fire service fully participate in this process, which will establish ground ambulance CON Rules for the next ten years (*rulemaking occurs on an approximate 8-10-year cycle*). The first in a series of web-based stakeholder meetings to discuss the draft Article 9 CON rules and comments will be Wednesday, October 14, 2020 from 1:00 PM until 4:00 PM.

- In 16 days, early voting / mail balloting begins for the general election. Attached is a summary of the candidates for each of the 30 legislative districts (LD), along with the voter registration breakdown count for each LD (*provided courtesy of Clarus Group*).

- The Arizona Department of Health Services (ADHS) is looking for an experienced and forward-thinking professional to serve as the Chief of the Bureau of EMS (BEMS) and Trauma System. Interested? Apply Here

Legislative / Regulatory / Elections / Political Calendar

- **October 7th –** Early voting begins / mail ballots go out for Nov. 3 General Election (*16 days*)

- **October 14th –** Article 9 – CON draft rules review / web-based stakeholder meeting (1:00 p.m.)

- **November 3rd –** General Election (*43 days*)

- **December 1st –** Elected fire board members terms of office begin

Upcoming at AFDA

- **October 1, 2020** - AFDA Board Meeting – Thursday, October 1, 2020 at 10:00 a.m. NOTE: ZOOM TELECONFERENCE ONLY (*on site meetings cancelled until further notice)*

- **November 5, 2020** – AFDA Board Meeting – Thursday, November 5, 2020 at 10:00 a.m. NOTE: ZOOM TELECONFERENCE ONLY (*on site meetings cancelled until further notice)*

- **December 10, 2020 –** Fire District Elected Official Required Statutory Training – Drexel Heights Fire District, **TUCSON**: Thursday, December 10, 2020 at 8:00 a.m. (*registration details coming soon*)

- **December 11, 2020 –** Fire District Elected Official Required Statutory Training – Glendale Regional Public Safety Training Campus, **GLENDALE**: Friday, December 11, 2020 at 8:00 a.m. (*registration details coming soon*)

- **January TBD, 2021 –** Fire District Elected Official Required Statutory Training – **MOHAVE COUNTY**, Friday, January TBD, 2021 at 8:00 a.m. (*details coming soon*)
- **February 19, 2021 –** Fire District Elected Official Required Statutory Training – **COCONINO COUNTY**, Friday, February 19, 2021 at 8:00 a.m. (*details coming soon*)
- **March 19, 2021 –** Fire District Elected Official Required Statutory Training – **NAVAJO COUNTY**, Friday, March 19, 2021 at 8:00 a.m. (*details coming soon*)

John Flynn
Arizona Fire District Association
Executive Director
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johnflynn@azfireadvisor.com
P.O. Box 6778, Chandler, AZ 852...
www.azfiredistricts.org

2020 Candidates | Arizona Legislature

Legislative District	Arizona Senate	Arizona House of Representatives
District 1	Karen Fann** – R Gilbert Carillo – D	Judy Burges – R Quang Nguyen – R Judy Stahl – D
Republican 51% Democratic 19% Other 30%		
District 2	Rosanna Gabaldón – D (currently serving in the House) Mark Workman – R	Andrea Dalessandro – D (currently serving in the Senate) Daniel Hernandez** – D Deborah McEwen – R
Democratic 43% Other 33% Republican 24%		
District 3	Sally Ann Gonzales** – D	Andres Cano** – D Alma Hernandez** – D
Democratic 52% Other 31% Republican 17%		
District 4	Travis Angry – R Lisa Otondo** – D Gary Snyder – Independent (write-in candidate)	Charlene Fernandez** – D Joel John – R Geraldine "Gerae" Peten** – D
Democratic 40% Other 36% Republican 24%		
District 5	Sonny Borelli** – R Amanda Murray – D (write-in candidate) Zachary Schul – D (write-in candidate)	Leo Biasiucci** – R Regina Cobb** – R
Republican 50% Other 34% Democratic 16%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

Legislative District	Arizona Senate	Arizona House of Representatives
District 6	Felicia French – D Wendy Rogers – R	Art Babbott – Independent Brenda Barton – R Walter "Walt" Blackman** – R Coral Evans – D
Republican 39% Other 30% Democratic 30%		
District 7	Jamescita Peshlakai** – D	Jim Parks – R David Peelman – R Arlando Teller** – D Myron Tsosie** – D
Democratic 51% Other 27% Republican 22%		
District 8	T.J. Shope – R (currently serving in the House) Barbara McGuire – D	David Cook** – R Sharon Girard – D Cristefano Lessard – D (write-in candidate) Frank Pratt – R (currently serving in the Senate)
Other 35% Republican 34% Democratic 31%		
District 9	Victoria Steele** – D	Randall "Randy" Friese** – D Pamela Powers Hannley** – D Brendon Lyons – R
Democratic 43% Republican 29% Other 28%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

Legislative District	Arizona Senate	Arizona House of Representatives
District 10	Kirsten Engel – D (currently serving in the House) Justine Wadsack – R	Domingo DeGrazia** – D Mabelle Gummere – R Stephanie Stahl Hamilton – D Michael Hicks – R
Democratic 40% Republican 30% Other 29%		
District 11	Vinden "Vince" Leach** – R JoAnna Mendoza – D	Mark Finchem** – R Wade Murphy – R (write-in candidate) Felipe R. Perez – D Bret Roberts** – R
Republican 39% Other 32% Democratic 29%		
District 12	Warren Petersen – R (currently serving in the House) Lynsey Robinson – D	Travis Grantham** – R Jake Hoffman – R
Republican 46% Other 32% Democratic 23%		
District 13	Brent Backus – R (write-in candidate) Sine Kerr** – R	Timothy Dunn** – R Joanne Osborne** – R Mariana Sandoval – D
Republican 42% Other 33% Democratic 25%		
District 14	David Gowan** – R Bob Karp – D	Kimberly "Kim" Beach-Moschetti – D Gail Griffin** – R Joshua Hampton – D (write-in candidate) Ronnie Maestas-Condos – D Becky Nutt** – R
Republican 42% Other 32% Democratic 26%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

Legislative District	Arizona Senate	Arizona House of Representatives
District 15	Nancy Barto – R (currently serving in the House) Matt Smith – Libertarian (write-in candidate)	Kristin Dybvig-Pawelko – D Steve Kaiser – R Justin Wilmeth – R
Republican 42% Other 33% Democratic 26%		
District 16	Richard Grayson – D (write-in candidate) Kelly Townsend – R (currently serving in the House)	Helen Hunter – D John Fillmore** – R Jacqueline Parker – R
Republican 43% Other 35% Democratic 23%		
District 17	J.D. Mesnard** – R Allan "A.J." Kurdoglu – D	Liz Harris – R Jennifer Pawlik** – D Jeff Weninger** – R
Republican 37% Other 33% Democratic 30%		
District 18	Sean Bowie** – D Suzanne Sharer – R	Denise "Mitzi" Epstein** – D Don Hawker – R Jennifer Jermaine** – D Bob Robson – R Chris Wilson – Constitution (write-in candidate)
Democratic 35% Republican 33% Other 32%		
District 19	Lupe Chavira Contreras** – D	Jose Diego Espinoza** – D Lorenzo Sierra** – D
Democratic 45% Other 38% Republican 16%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

Legislative District	Arizona Senate	Arizona House of Representatives
District 20	Paul Boyer** – R Douglas Ervin – D	Shawnna Bolick** – R Anthony Kern** – R Judy Schwiebert – D
Other 36% Republican 34% Democratic 30%		
District 21	Rick Gray** – R	Kathy Knecht – D Kevin Payne** – R Beverly Pingerelli – R
Republican 38% Other 34% Democratic 29%		
District 22	David Livingston** – R Sarah Tyree – D	Frank Carroll** – R Wendy Garcia – D Mary "Kathleen" Honne – D Ben Toma** – R
Republican 47% Other 29% Democratic 23%		
District 23	Seth Blattman – D Michelle Ugenti-Rita** – R	Joseph Chaplik – R John Kavanagh** – R Eric Kurland – D Joe Romack – R (write-in candidate)
Republican 44% Other 31% Democratic 25%		
District 24	Lela Alston** – D Ray Michaels – R	David Alger, Sr. – R Robyn Cushman – R Jennifer Longdon** – D Amish Shah** – D
Democratic 45% Other 34% Republican 20%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

Legislative District	Arizona Senate	Arizona House of Representatives
District 25	Tyler Pace** – R Paul Weigel – D	Russell W. Bowers** – R Suzanne Hug – D Michelle Udall** – R
Republican 44% Other 32% Democratic 24%		
District 26	Jae Chin – R Juan Mendez** – D	Melody Hernandez – D Bill Loughrige – R Athena Salman** – D Seth "Marcus" Sifuentes – R
Democratic 40% Other 39% Republican 21%		
District 27	Rebecca Rios** – D Garland Shreves – R	Reginald Bolding** – D Tatiana Peña – R Diego Rodriguez** – D
Democratic 50% Other 36% Republican 14%		
District 28	Kate Brophy McGee** – R Christine Porter Marsh – D	Kenneth R "Ken" Bowers, Jr. – R Kelli Butler** – D Jana Jackson – R Aaron Lieberman** – D
Republican 35% Democratic 33% Other 31%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

Legislative District	Arizona Senate	Arizona House of Representatives
District 29	Charles Carpenter – Libertarian (write-in candidate) Martín J. Quezada** – D John Wilson – R	Richard Andrade** – D Billy Bragg – R Cesar Chavez** – D Helen Fokszanskyj-Conti – R
Democratic 43% Other 39% Republican 17%		
District 30	Otoniel "Tony" Navarrette** – D	Robert Meza** – D Raquel Terán** – D
Democratic 42% Other 39% Republican 19%		

UPDATED AUGUST 12, 2020

** INDICATES INCUMBENT WHO CURRENTLY HOLDS THE ELECTED OFFICE

VOTER REGISTRATION NUMBERS ROUNDED TO NEAREST PERCENTAGE; DATA FROM ARIZONA SECRETARY OF STATE, UPDATED AUGUST 4, 2020

ARIZONA FIRE SERVICES INSTITUTE

Agenda

In Coordination With:

Professional Fire Fighters of Arizona

Metro Section Of The Arizona Fire Chiefs Association

Arizona Fire Chiefs Association

Arizona Fire District Association

Volunteer Fire Fighters of Arizona

September 10th, 2020 1000-1200

Zoom meeting

https://grfdaz.zoom.us/j/96313720551?pwd=TzJyMTdsK0U2YWZ1aXIxbW1FV2kxUT09

I Welcome, introductions and comments.

II Legislative issues – All

III Review, discussion and possible action on the ADHS Bureau Chief of EMS and Trauma vacancy – Karrer et all

IV AFCA working on a new Fire Chiefs cert program modeled after Texas , follow-up to BC Academy, New Chiefs, and Senior Leadership – Chief Freitag

V AFCA working to take NextGen to virtual webinar until we can meet face to face again. We may continue the webinars after the face to face resume in an effort to provide on-going training – Chief Freitag

VI Review, discussion and possible action on the Certificate of Participation (COP) process – Karrer/Freitag

VII

VIII Standing Reports

Arizona Center for Fire Service Excellence	Hansen
EMS Sections	Haro
Statewide Mutual Aid	Rhoades
State Fire Marshal Office	Peters
State Forester	Truitt
Arizona Fire Marshals Association	Brune
Metro Section	Cameli
Professional Firefighters of Arizona	Jeffries
Volunteer Firefighters of Arizona	Apodaca
Arizona Fire Chiefs Association	Freitag

- AFCA votes to extend current elected board terms for one year as a result of COVID

Arizona Fire Districts Association Dalton

IX Open discussion good of the order

ARIZONA FIRE SERVICES INSTITUTE

X

Future agenda items. Next meeting date October 8thth 2020 1000-1200 Phoenix Fire 2nd floor Administration Conference room

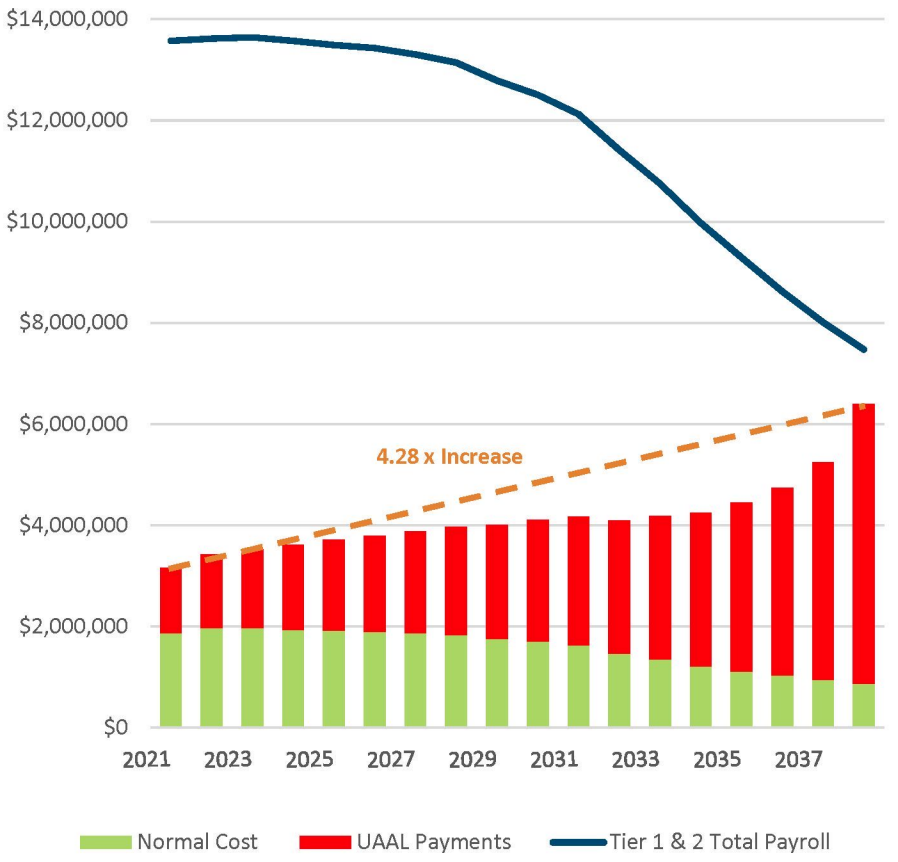
XI Adjournment

What are we currently paying? (Golder Ranch Fire District)

STIFEL

Golder Ranch Fire District's Projected Pension Payments per PSPRS[1]					
FY	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	$13,570,847	$1,870,063	13.78%	$1,291,062	9.51%
2022	13,613,895	1,965,846	14.44%	1,456,305	10.70%
2023	13,639,710	1,964,118	14.40%	1,565,903	11.48%
2024	13,570,092	1,931,024	14.23%	1,685,773	12.42%
2025	13,487,168	1,913,829	14.19%	1,804,061	13.38%
2026	13,428,832	1,893,465	14.10%	1,903,778	14.18%
2027	13,302,603	1,865,025	14.02%	2,017,803	15.17%
2028	13,141,727	1,826,700	13.90%	2,146,129	16.33%
2029	12,786,259	1,759,389	13.76%	2,243,401	17.55%
2030	12,506,062	1,710,829	13.68%	2,400,649	19.20%
2031	12,122,022	1,627,988	13.43%	2,537,581	20.93%
2032	11,415,641	1,461,202	12.80%	2,639,243	23.12%
2033	10,746,767	1,353,018	12.59%	2,834,168	26.37%
2034	9,972,942	1,216,699	12.20%	3,029,776	30.38%
2035	9,289,501	1,111,024	11.96%	3,335,568	35.91%
2036	8,620,128	1,028,381	11.93%	3,708,027	43.02%
2037	8,008,379	948,993	11.85%	4,297,086	53.66%
2038	7,471,374	871,909	11.67%	5,522,706	73.92%

Golder Ranch Fire District's Pension Payments vs. Payroll[1]



1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*

Disclosure

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Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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Golder Ranch Fire District

Fire Pension Plan Liability Management

16 September 2020

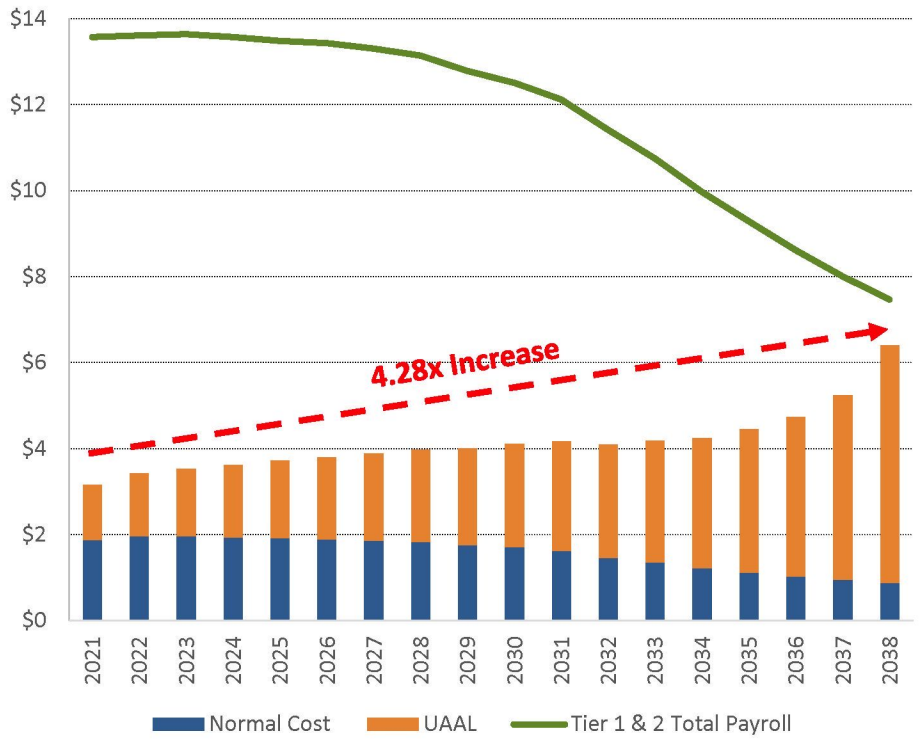
Status Quo: What are we currently paying? (Golder Ranch Fire)

Key Decision Points:
- What's the cost of doing nothing?
- What are feasible alternatives?

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Golder Ranch Fire District PSPRS Pension Debt Profile - Tier 1 and Tier 2 Legacy Costs		
Pension Plan	**June 30, 2019 Liability [1]**	**PSPRS Amortization**
PSPRS – Fire Department	$19,712,924 (71.0% Funded) Accrual Rate: 7.3%	1. 17 years, 2038 2. Escalating annual amortization ranging from $1,291,062 (2020/21) - $5,522,706 (2037/38)

Golder Ranch Projected Fire Pension Payments per PSPRS (Graph in $mil)[1]



FY	Total Payroll	Normal Cost	% of Payroll	UAAL	% of Payroll
2021	$13,570,847	$1,870,063	13.78%	$1,291,062	9.51%
2022	13,613,895	1,965,846	14.44%	1,456,305	10.70%
2023	13,639,710	1,964,118	14.40%	1,565,903	11.48%
2024	13,570,092	1,931,024	14.23%	1,685,773	12.42%
2025	13,487,168	1,913,829	14.19%	1,804,061	13.38%
2026	13,428,832	1,893,465	14.10%	1,903,778	14.18%
2027	13,302,603	1,865,025	14.02%	2,017,803	15.17%
2028	13,141,727	1,826,700	13.90%	2,146,129	16.33%
2029	12,786,259	1,759,389	13.76%	2,243,401	17.55%
2030	12,506,062	1,710,829	13.68%	2,400,649	19.20%
2031	12,122,022	1,627,988	13.43%	2,537,581	20.93%
2032	11,415,641	1,461,202	12.80%	2,639,243	23.12%
2033	10,746,767	1,353,018	12.59%	2,834,168	26.37%
2034	9,972,942	1,216,699	12.20%	3,029,776	30.38%
2035	9,289,501	1,111,024	11.96%	3,335,568	35.91%
2036	8,620,128	1,028,381	11.93%	3,708,027	43.02%
2037	8,008,379	948,993	11.85%	4,297,086	53.66%
2038	7,471,374	871,909	11.67%	5,522,706	73.92%
Total	**$210,693,949**	**$28,319,502**	**13.44%**	**$46,419,019**	**22.03%**

1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*

Scenario 1:
Reduce Pension Legacy Liability[1,2]

Key Decision Points:
- What funding level should the District target for a pension bonding?

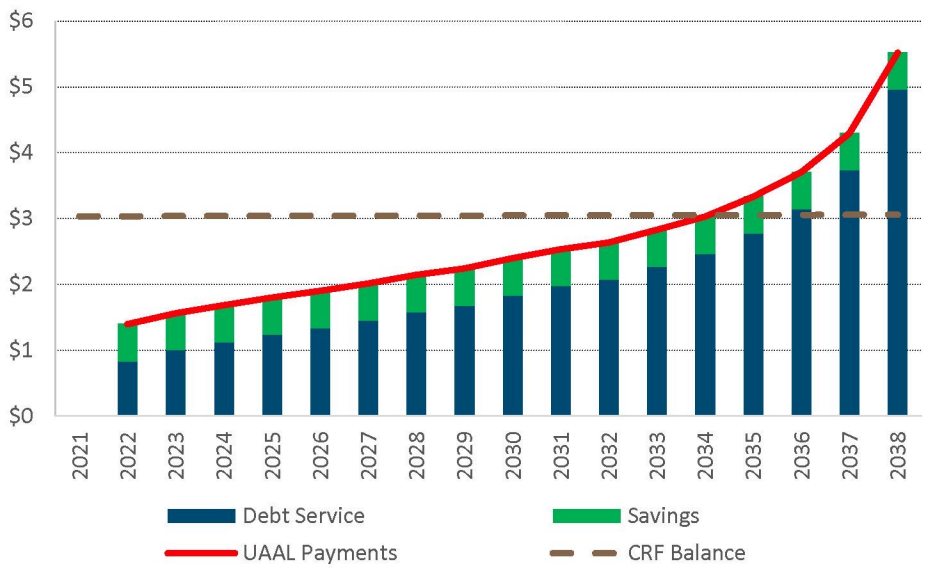
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Issuing pension bonds to fully fund the District's unfunded pension liabilities could allow the District to generate significant net present value benefit totaling $10.63 million (45.67% of pension fund deposit), including establishing a Contingency Reserve Fund ("CRF") while leveling out year-over-year payments

- Reducing the District's upward curving pension UAAL payments could lower the cost while providing annual savings for the District to use each year at its discretion
- Our structure is designed to produce level annual savings while also providing contingency reserve funds for the District
- As summarized below, ***this scenario could produce $10,627,642 of total NPV savings***, including $7,572,159 from reduced annual UAAL payments, $3,035,101 from the creation of a Contingency Reserve Fund, and $20,382 from interest on the CRF assumed at 0.05%

Summary Statistics: Funding Fire Pension Plan UAAL[1,2]	
Dated Date	07/15/2021
Final Maturity Date	07/01/2037
All-In TIC	3.03%
Arbitrage ("Arb") Yield	2.78%
Average Life	11.35 years
Bond Par Amount	$26,945,000
Pension Fund Deposit	**$23,269,108**
Contingency Reserve Fund Deposit	**$3,035,101**
Total Interest on CRF @ 0.05% Return	$25,838
NPV of CRF Interest @ 2.78% (Arb Yield)	**$20,382**
Cost Savings (UAAL – Debt Service)	$9,590,359
NPV of Annual Savings @ 2.78% (Arb Yield)	**$7,572,159**
Total NPV Benefit (CRF Deposits + NPV of CRF Interest + NPV of Annual Savings)	***$10,627,642***
Total NPV Benefit (as % of Pension Fund Deposit)	***45.67%***
Actuarial Funding Status after Pension Bonds	***100.00%***

POB Results: Impact on Annual Pension Plan UAAL Payments ($mil)[1,2]



1. *Market conditions as of September 9, 2020. Spreads based on comparable recent transactions. Stifel does not guarantee to underwrite at these levels. All NPV values are discounted to July 15, 2021 (assumed transaction closing date) at a discount rate of 2.78%, the arbitrage yield . Please refer to Stifel's risk disclaimers in this presentation. UAAL and amortization computed by Stifel using assumptions from the 2019 Actuarial Report and annual UAAL payment data provided by PSPRS. UAAL payments shown are adjusted to reflect estimated payments made per District fiscal year based on Stifel's calculations and assumptions.*
2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.*

Reduce Pension Legacy Liability – Analysis Results[1,2]

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Fiscal Year Ending	Budgeted UAAL Payments	Debt Service	Annual Savings	CRF Balance (No Draw)	Interest on CRF @ 0.05%	Cash Flow Benefit	PV Benefit @ 2.78%
	[A]	*[B]*	*[C] = [A]-[B]*	*[D]*	*[E]=[D_{t-1}] *0.05%*	*[F]=[C]+[E]*	*[G]=PV[F]*
Dated Date				$3,035,101		$3,035,101	$3,035,101
6/30/2022	$1,399,671	$833,577	$566,094	$3,036,555	$1,454	$567,548	$552,850
6/30/2023	$1,565,903	$1,001,348	$564,555	$3,038,074	$1,518	$566,073	$536,520
6/30/2024	$1,685,773	$1,122,973	$562,800	$3,039,593	$1,519	$564,319	$520,412
6/30/2025	$1,804,061	$1,242,382	$561,679	$3,041,112	$1,520	$563,198	$505,350
6/30/2026	$1,903,778	$1,339,481	$564,297	$3,042,633	$1,521	$565,818	$493,988
6/30/2027	$2,017,803	$1,453,374	$564,429	$3,044,154	$1,521	$565,950	$480,759
6/30/2028	$2,146,129	$1,583,120	$563,009	$3,045,676	$1,522	$564,531	$466,601
6/30/2029	$2,243,401	$1,678,744	$564,657	$3,047,199	$1,523	$566,180	$455,325
6/30/2030	$2,400,649	$1,834,401	$566,248	$3,048,723	$1,524	$567,772	$444,273
6/30/2031	$2,537,581	$1,974,371	$563,210	$3,050,247	$1,524	$564,734	$429,961
6/30/2032	$2,639,243	$2,074,069	$565,174	$3,051,772	$1,525	$566,699	$419,804
6/30/2033	$2,834,168	$2,267,653	$566,515	$3,053,298	$1,526	$568,041	$409,432
6/30/2034	$3,029,776	$2,464,741	$565,035	$3,054,825	$1,527	$566,562	$397,337
6/30/2035	$3,335,568	$2,773,477	$562,092	$3,056,352	$1,527	$563,619	$384,597
6/30/2036	$3,708,027	$3,144,858	$563,169	$3,057,880	$1,528	$564,697	$374,926
6/30/2037	$4,297,086	$3,734,242	$562,844	$3,059,409	$1,529	$564,373	$364,590
6/30/2038	$5,522,706	$4,958,153	$564,553	$3,060,939	$1,530	$566,083	$355,817
6/30/2039	$1,399,671	$833,577	$566,094	$3,036,555	$1,454	$567,548	$552,850
Total	**$45,071,323**	**$35,480,963**	**$9,590,359**		**$25,838**	**$12,651,299**	**$10,627,642**

1. *Market conditions as of September 9, 2020. Spreads based on comparable recent transactions. Stifel does not guarantee to underwrite at these levels. All NPV values are discounted to July 15, 2021 (assumed transaction closing date) at a discount rate of 2.78%, the arbitrage yield. Please refer to Stifel's risk disclaimers in this presentation. UAAL and amortization computed by Stifel using assumptions from the 2019 Actuarial Report and annual UAAL payment data provided by PSPRS. UAAL payments shown are adjusted to reflect estimated payments made per District fiscal year based on Stifel's calculations and assumptions.*
2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.*

Scenario 2:
Smooth Pension Legacy Liability[1,2]

Key Decision Points:
- What funding level should the District target for a pension bonding?

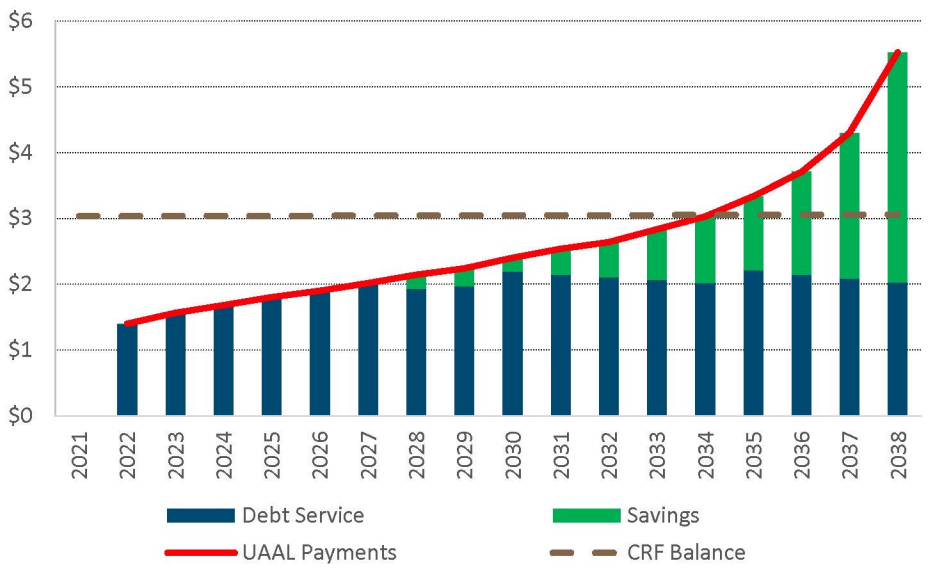
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Issuing pension bonds to fully fund the City's unfunded pension liabilities could allow the District to generate significant net present value benefit totaling $11.02 million (47.34% of pension fund deposit), including establishing Contingency Reserve Funds ("CRFs") while leveling out year-over-year payments

- Replacing the District's upward curving pension UAAL amortizations with level debt bonds could reduce the cost and life of the District's pension liability, and we expect the level debt amortization in particular would be well-received by rating agencies
- Our structure is designed to produce level debt service but ***without exceeding the current UAAL amortization in any year***
- As summarized below, ***this scenario could produce $11,015,659 of total NPV savings***, including $7,960,176 from reduced annual UAAL payments, $3,035,101 from the creation of a Contingency Reserve Fund, and $20,382 from interest on the CRF assumed at 0.05%

Summary Statistics: Funding Fire Pension Plan UAAL[1,2]	
Dated Date	07/15/2021
Final Maturity Date	07/01/2037
All-In TIC	2.90%
Arbitrage ("Arb") Yield	2.59%
Average Life	8.86 years
Bond Par Amount	$26,945,000
Pension Fund Deposit	**$23,269,108**
Contingency Reserve Fund Deposit	**$3,035,101**
Total Interest on CRF @ 0.05% Return	$25,838
NPV of CRF Interest @ 2.78% (Arb Yield)	**$20,382**
Cost Savings (UAAL – Debt Service)	$11,806,807
NPV of Annual Savings @ 2.78% (Arb Yield)	**$7,960,176**
Total NPV Benefit (CRF Deposits + NPV of CRF Interest + NPV of Annual Savings)	***$11,015,659***
Total NPV Benefit (as % of Pension Fund Deposit)	***47.34%***
Actuarial Funding Status after Pension Bonds	***100.00%***

POB Results: Impact on Annual Pension Plan UAAL Payments ($mil)[1,2]



1. *Market conditions as of September 9, 2020. Spreads based on comparable recent transactions. Stifel does not guarantee to underwrite at these levels. All NPV values are discounted to July 15, 2021 (assumed transaction closing date) at a discount rate of 2.78%, the arbitrage yield of Scenario 1. Please refer to Stifel's risk disclaimers in this presentation. UAAL and amortization computed by Stifel using assumptions from the 2019 Actuarial Report and annual UAAL payment data provided by PSPRS. UAAL payments shown are adjusted to reflect estimated payments made per City fiscal year based on Stifel's calculations and assumptions.*
2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.*

Smooth Pension Legacy Liability – Analysis Results[1,2]

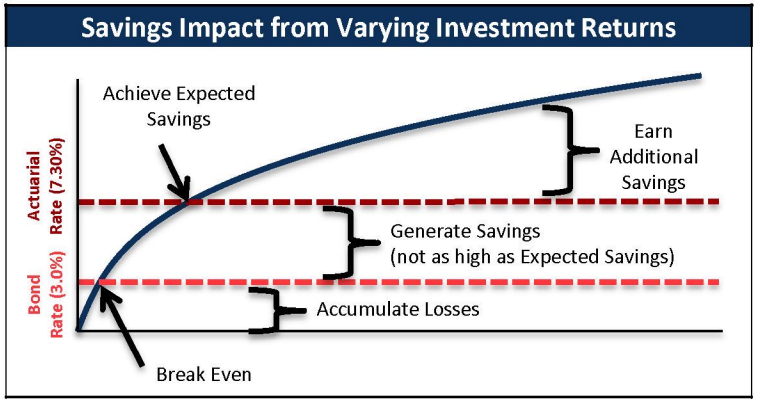
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Fiscal Year Ending	Budgeted UAAL Payments	Debt Service	Annual Savings	CRF Balance (No Draw)	Interest on CRF @ 0.05%	Cash Flow Benefit	PV Benefit @ 2.78%
	[A]	*[B]*	*[C] = [A]-[B]*	*[D]*	*[E]=[D_{t-1}] *0.05%*	*[F]=[C]+[E]*	*[G]=PV[F]*
Dated Date				$3,035,101		$3,035,101	$3,035,101
6/30/2022	$1,399,671	$1,396,213	$3,458	$3,036,555	$1,454	$4,912	$4,785
6/30/2023	$1,565,903	$1,562,992	$2,911	$3,038,074	$1,518	$4,429	$4,198
6/30/2024	$1,685,773	$1,683,790	$1,983	$3,039,593	$1,519	$3,502	$3,230
6/30/2025	$1,804,061	$1,800,876	$3,185	$3,041,112	$1,520	$4,705	$4,221
6/30/2026	$1,903,778	$1,899,364	$4,414	$3,042,633	$1,521	$5,935	$5,181
6/30/2027	$2,017,803	$2,012,965	$4,838	$3,044,154	$1,521	$6,360	$5,402
6/30/2028	$2,146,129	$1,927,493	$218,636	$3,045,676	$1,522	$220,158	$181,967
6/30/2029	$2,243,401	$1,974,136	$269,265	$3,047,199	$1,523	$270,788	$217,769
6/30/2030	$2,400,649	$2,189,590	$211,059	$3,048,723	$1,524	$212,583	$166,343
6/30/2031	$2,537,581	$2,149,862	$387,719	$3,050,247	$1,524	$389,243	$296,350
6/30/2032	$2,639,243	$2,107,947	$531,296	$3,051,772	$1,525	$532,821	$394,707
6/30/2033	$2,834,168	$2,064,282	$769,886	$3,053,298	$1,526	$771,411	$556,018
6/30/2034	$3,029,776	$2,015,806	$1,013,970	$3,054,825	$1,527	$1,015,496	$712,180
6/30/2035	$3,335,568	$2,209,650	$1,125,918	$3,056,352	$1,527	$1,127,445	$769,336
6/30/2036	$3,708,027	$2,149,750	$1,558,277	$3,057,880	$1,528	$1,559,805	$1,035,618
6/30/2037	$4,297,086	$2,089,850	$2,207,236	$3,059,409	$1,529	$2,208,765	$1,426,881
6/30/2038	$5,522,706	$2,029,950	$3,492,756	$3,060,939	$1,530	$3,494,286	$2,196,371
Total	**$45,071,323**	**$33,264,516**	**$11,806,807**		**$25,838**	**$14,867,746**	**$11,015,659**

1. *Market conditions as of September 9, 2020. Spreads based on comparable recent transactions. Stifel does not guarantee to underwrite at these levels. All NPV values are discounted to July 15, 2021 (assumed transaction closing date) at a discount rate of 2.78%, the arbitrage yield. Please refer to Stifel's risk disclaimers in this presentation. UAAL and amortization computed by Stifel using assumptions from the 2019 Actuarial Report and annual UAAL payment data provided by PSPRS. UAAL payments shown are adjusted to reflect estimated payments made per District fiscal year based on Stifel's calculations and assumptions.*
2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and should not be considered indicative of available market execution.*

Pension Bonds: Risks

- Pension bonds carry three distinct types of risks: i) actuarial risk, ii) market risk, and iii) other risks
- **Actuarial Risk.** Any retirement system's independent actuaries calculate projections for plan assets and liabilities, and these projections are premised on a variety of assumptions such as investment returns, payroll increase, COLA, mortality, early retirement, and benefit payments
  - Annual employer contributions are calculated based on these assumptions
  - Any revision or variance from these assumptions will alter projections and required contributions, regardless of the issuance of pension bonds
  - Actuarial risk is inherent to all pension funds, and all projections of future contributions and payouts



- **Market Risk.** The primary risk associated with pension bonds is long-term investment return performance
  - The bond rate is impacted by market risk at the time the bonds are sold, but is locked in after that
- **Other Risks.** Pension funding bonds have numerous risks including, but not limited to, variance from the anticipated investment return, payroll increase, COLA, mortality, early retirement, covered payroll and other assumptions contained in the actuarial reports, CAFR and other documents
  - All references to expected savings are for potential savings and are based on achieving rates assumed in actuarial reports, CAFR and other documents
  - Issuing pension bonds could result in savings that are greater or less than stated in the analysis, or could result in a loss
  - Potential savings vary from year to year; Actual savings or losses and the success of the pension bond transaction cannot be known until the amortization of the final pension bond maturity
- Additional risks may also exist

Mitigating Risks: Contingency Reserve Fund

Key Decision Points:
- How can the District help mitigate risks associated with POBs?

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The District can apply a portion of bond proceeds to create a Contingency Reserve Fund that helps manage market and actuarial risks associated with POBs

- **What?** Helps mitigate risks associated with year-over-year volatility in investment earnings as well as changes in actuarial assumptions, such as assumed rate of return, COLA, mortality
- **How?** Use a portion of bond proceeds to establish an initial balance in CRFs for the Fire Plan, respectively
  - Apply a defined portion of ongoing year-over-year budgetary savings from the pension bond (difference between what UAAL payments would have been versus debt service costs) to continue funding CRF
- **Why?** In years where investment returns do not meet defined/established benchmarks, and/or changes in actuarial assumptions cause a significant change in projected annual payments, the District can draw on the CRF to smooth the budgetary impact of funding additional contributions for the newly created UAAL
- **Why not?** Negative carry of issuing additional debt to fund an upfront deposit

Rules for Investment of Proceeds. This is akin to permitted investment guidelines for reserve/escrow funds

- Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds

Rules for CRF Draws. While there may be greater flexibility to accord broader rules for draws on an CRF absent bond proceeds, in practice, permitting draws for any/every possible increase in payments could deplete the balance too soon

- The District may consider establishing a minimum fund balance threshold before which draws on the balance of the CRF could occur
- Draws may also be restricted to draws of investment income only, while the balance is untouched
- Establish periodic funded ratio thresholds, where CRF balance above a pre-defined level is drawn to supplement ARC

Rules for Contingency Replenishment. Could use ongoing pension bond savings or use *sell the float* on other District held funds for periodic inflows

- The District must also consider mechanisms to build up and/or maintain the CRFs balance by securing a stream of steady cash flow beyond the initial deposit
- This entails defining the revenue and investment sources for fiscal transparency, and redirecting investment returns in excess of an established benchmark to the Contingency Reserve Fund

Mitigating Risks: Contingency Reserve Fund Sample Term Sheet

Key Decision Points:
- How can the District help mitigate risks associated with POBs?

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The District can apply a portion of bond proceeds to create a Contingency Reserve Fund that helps manage market and actuarial risks associated with POBs

Sample Term Sheet for Fire Plan	
Purpose	• To mitigate the impact of 1) investment return volatility and 2) changes in select actuarial assumptions (as defined herein) on bond proceeds deposited with PSPRS against the District's Fire pension liability
Initial Deposit	• Use a portion of existing cash balances to create a CRF for managing risks associated with the Fire pension liability
Rules for Investment	• Principal protected • Gross funded • Liquid within 90 days • Proceeds should only be invested in liquid and/or short-term products to ensure prompt availability of funds • District may have opportunity to utilize Act 151 Trusts to help PSPRS manage investment of proceeds; alternatively, could serve as a tool for supporting a local bank as trustee
Rules for Draws	• **Market.** Draw when investment return is below a defined threshold, for example 5%, or the Bond Rate • **Actuarial.** Draw when changes to COLA, revisions to mortality assumptions, and/or revision of the investment return assumptions occur and cause an impact on AAL in excess of a defined threshold • The District may consider establishing a minimum fund balance threshold before which draws on the balance of the CRF could occur • Draws may also be restricted to draws of investment income only, while the balance is untouched • Establish periodic funded ratio thresholds, where CRF balance above a pre-defined level is drawn to supplement ARC
Rules for Replenishment	• Could use ongoing pension bond savings or use sell the float on other District held funds for periodic inflows • The District must also consider mechanisms to build up and/or maintain the CRF balance by securing a stream of steady cash flow beyond the initial deposit • Amortize replenishment from General Fund over 7 years on a level basis • This entails defining the revenue and investment sources for fiscal transparency, and redirecting investment returns in excess of an established benchmark to the Contingency Reserve Fund
Sizing	• Size initial deposit to manage "worst case" scenario of all permitted draw events (market volatility and actuarial changes) occurring in one valuation • **Market.** $2,023,123; size initial deposit to manage up to 3 years of new UAAL payments that would be created if PSPRS experienced 30% investment loss in year 1 of issuing pension bonds • **Actuarial.** TBD by actuaries; size initial deposit to manage up to 3 years of new UAAL payments that would be created if the actuarial rate was revised to 7%, COLA increased by 1% and PSPRS adopted a new mortality table
Rules for Extinguishment	• Upon the repayment of the final debt service payment, the District could redirect the reserve to apply to fund OPEB or other retiree benefits, or General Fund

Case Studies: National Examples

Assessment Factors:
- Where have pension bonds been successful?

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August 2016

$600,660,000
STATE OF WISCONSIN
General Fund Annual Appropriation Refunding Bonds of 2016, Series A & B (Taxable)

Bookrunner

State of Wisconsin

Date	Par	Issuer	Security	Rating	Stifel Role
August 2016	$600.7mm	State of Wisconsin	Annual Appropriation	Aa3/AA-/AA-	Bookrunner

- Wisconsin is the only state nationally with a fully funded pension system; this has been achieved through the implementation of a pension bond borrowing in 2003 as well as an FIL accounting method
  - Implemented a Stabilization Fund to help Wisconsin manage its pension bond liability
  - Since 2003, Wisconsin has conducted 4 separate financings to continue addressing this liability in the most favorable way while maintaining 100% funding

State of Wisconsin Historical Ratings Changes

	General Obligation				GFAAB		
	Moody's	*S&P*	*Fitch*	*Kroll*	*Moody's*	*S&P*	*Fitch*
2003	Aa3 (Negative)	AA- (Stable)	AA (Negative)		A1 (Stable)	A+ (Stable)	AA- (negative)
2004			AA- (Stable)				A+ (stable)
2005							
2006							
2007							
2008							
2009							
2010	Aa2 (Stable)	AA (stable)	AA (Stable)		Aa3 (Stable)	AA- (stable)	AA- (stable)
2011							
2012							
2013				AA (stable)			
2014							
2015							
2016							
2017	Aa1 (stable)		AA+ (stable)	AA+ (positive)	Aa2 (stable)		AA (stable)
2018							
2019							
2020							

November 2005

$101,515,000
CITY OF BROCKTON, MA
General Obligation Bonds of 2005 (Taxable)

Overview

Date	Par	Issuer	Security	Rating
November 2005	$101.515mm	City of Brockton	General Obligation	Aaa/AAA/NR

- Very conservative structure with no savings in the first 5 years
- Brockton's pension bonds implemented a Stabilization Fund that was funded with 50% of ongoing savings generated from the pension borrowing
  - However, there was no initial deposit to the Stabilization Fund from bond proceeds, which limited the City's ability to manage the impact of the 2008 financial crisis

Best Practices and Lessons Learned: One Size Does NOT Fit All

Assessment Factors:
- How can I tailor the structure to meet my policy needs?

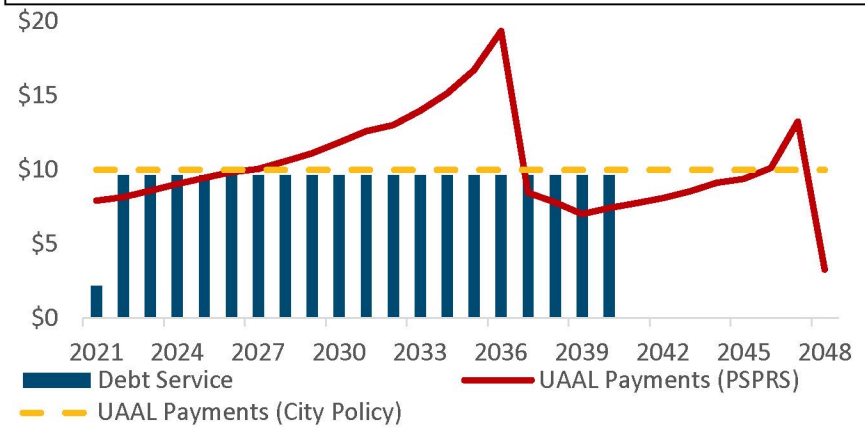
STIFEL

A pension bond financing is a tailored tool that for helping drive a given municipality's desired policy objectives

City of Flagstaff[1,2]

- Flagstaff is issuing Certificates of Participation to fully fund its pension obligation. Certificates are secured by a leasehold interest in various City-owned assets
- The City already had a policy in place for making "supplemental" UAAL contributions every year (up to $10 million available in total annually) to accelerate the repayment of its UAAL before the PSPRS amortization period
- The City also wanted to create budgetary certainty with level year-over-year costs and provision for future contingencies
- Given the City's policy of accelerated UAAL repayment, the District can shorten this debt to 19-20 years, while still generating savings and creating CRFs

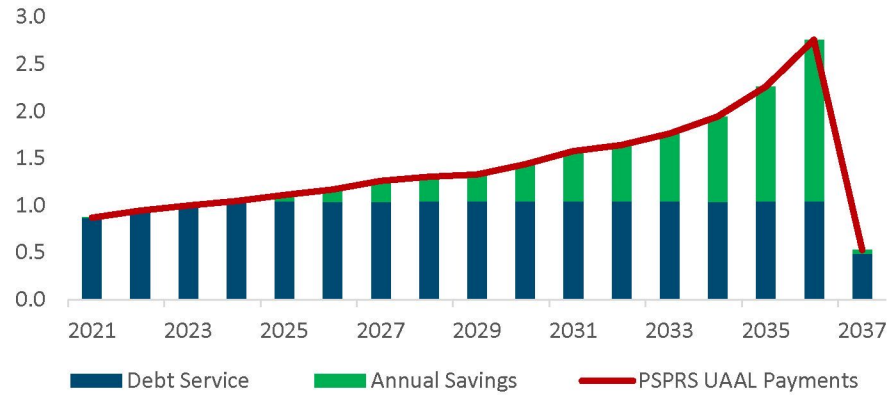
While debt service exceeds "PSPRS UAAL Payments" in some years, it remains below the City's Policy payment objective of ~$10M



Gila County[1,2]

- Gila County's policy objectives include ensuring debt service costs associated with a pension borrowing do not exceed PSPRS projections for any given year
- They are also interested in creating a more level payment profile to shave down the cliff presented by escalating PSPRS UAAL payment projections
- Finally, Gila County has existing cash reserves that they are exploring as a potential source for establishing a pension liability management reserve fund that can help insulate against market and actuarial risks associated with pension costs in general and pension bonds in particular

Debt service does not exceed "PSPRS UAAL Payments" in any years, but approximates $1 million or less year-over-year



1. *Source: Arizona Public Safety Personnel Retirement System Actuarial Valuation as of June 30, 2019.*
2. *Due to the current market dislocation caused by COVID-19, the interest rates assumed herein are estimated and provided for discussion purposes only and not indicative of available market execution.*

Best Practices and Lessons Learned

Assessment Factors:
- What are lessons learned and best practices that can help ensure success?

STIFEL

An issuer has to balance the advantages of achieving full funding against its capacity to incur debt

	Partial Funding	Full Funding
Benefits	• The municipal entity is able to quickly achieve a targeted increase in its funded ratio • Reduces the annual cost of pension payments • May be able to achieve annual savings that can supplement payments towards the remaining liability	• The municipality is able to quickly achieve an 100% funded pension liability • Fully funded liability is looked at favorably by rating agencies and may improve the credit rating • Provides annual savings that may be of use for other purposes • Reduces the annual cost of pension payments
Risks	• Required to make debt service payments, even in the event the costs of the pension payments increase • The funded ratio could decrease as pension costs rise • The municipality will be required to make a combination of debt service and pension payments annually	• Required to make debt service payments, even in the event the costs of the pension payments increase • The funded ratio could decrease as pension costs rise

Bonding: Other Structural Features and Historical Best Practices	
Market and Timing	• Given equity market volatility, laddering in bond proceeds for investment over time is a prudent approach, commonly used to help mitigate equity market timing concerns
Long-Term, Fixed Rate, Current Interest Bonds	• Most common structure in the municipal market • Allows issuer to take advantage of the long-term low-rate environment • Once issued, fixed rate bonds carry no risks associated counterparty, credit or rate • Most favorably viewed by rating agencies and policymakers
Savings Structure	• Level debt service or uniform savings enforce discipline in early years of issue and benefits intergenerational equity
Flexible Authorizing Legislation	• Authorizing legislation should endorse cautious structuring parameters while retaining some flexibility with regards to the market and timing of the pension bonding
Prudent Contribution Practices	• While a pension bond can help generate a one-time bump in a pension plan's funded ratio, issuers need to continue making normal contributions in the ensuing years to maintain the increased funded ratio

Pension Credentials

STIFEL

Stifel's financing team for the District provides over $22 billion of senior managed pension bond experience

Stifel's Select Pension Experience

Exp. 4Q2020 **$440,000,000** **City of Huntington Beach** Pension Obligation Bonds *Bookrunner*	*August 2020* **$131,000,000** **City of Flagstaff (AZ)** GFAABs *Bookrunner*	*February2020* **$130,390,000** **City of Pasadena (CA)** Taxable Refunding POBs *Bookrunner*	*September2019* **$64,420,000** **City of Glendora (CA)** Taxable POBs *Bookrunner*	*August 2018* **$15,430,000** **City of Wixom** Limited Tax GO POBs *Bookrunner*	*July2018* **$340,000,000** **County of Riverside (CA)** Pension Funding TRANs *Bookrunner*
May2017 **$31,960,000** **City of Riverside** Taxable POBs *Bookrunner*	*August2016* **$400,145,000** **State of Wisconsin** GFAABs *Bookrunner*	*June 2016* **$340,000,000** **County of Riverside (CA)** Pension Funding TRANs *Bookrunner*	*May 2016* **$31,145,000** **City of Riverside** Taxable Pension BANs *Bookrunner*	*January2016* **$334,275,000** **County of Orange (CA)** Taxable POBs *Bookrunner*	*July2015* **$1,386,045,000** **City of Los Angeles** Pension Funding TRANs *Bookrunner*
May2015 **$30,940,000** **City of Riverside** Taxable POBs *Bookrunner*	*August2015* **$32,020,000** **City of Oceanside** POB Refunding *Bookrunner*	*March 2011* **$269,815,000** **Cwlth of Kentucky** Funding Notes, Gen. Fund *Bookrunner*	*September2010* **$289,335,000** **Sonoma County, Cal.** Pension Bonds *Bookrunner*	*August 2010* **$467,555,000** **Cwlth of Kentucky** Funding Notes, Genl Fund *Bookrunner*	*January2010* **$3,466,000,000** **State of Illinois** GO Bonds *Bookrunner*
June 2003 **$10,000,000,000** **State of Illinois** GO Bonds *Joint Bookrunner*	*November2005* **$101,515,000** **City of Brockton, Mass.** GO Bonds *Bookrunner*	*December2008* **$402,820,000** **City of Houston, Tex.** Pension Bonds *Bookrunner*	*April 2008* **$2,275,578,270.75** **State of Connecticut** GO Bonds *Bookrunner*	*April 2008* **$798,120,000** **State of Wisconsin** GFAAB *Bookrunner*	*April 2009* **$400,000,000** **Milwaukee Cnty, Wisc.** Pension Notes *Bookrunner*

Pension Risk Disclaimer and General and Factual Disclosure

STIFEL

Pension Obligation Bonds ("POBs") are a source of financing for unfunded actuarial liabilities of pension funds and can serve a valuable function. However, the success of a POB financing is dependent on a number of assumptions proving to be accurate, and the failure of any of these assumptions is a risk that a government issuing POBs should consider.

Among the assumptions that are important to a POB financing, and the risks associated with those assumptions providing to be inaccurate, are the following:

- Assumption: The investment yield on the POB proceeds once deposited in the pension fund will equal or exceed the yield on the POBs. **Risk: If the investment yield on the POB proceeds is less than the yield on the POBs, and the decline is not offset by positive changes in other assumptions, the issuance of the POBs may actually increase the unfunded actuarial liability.**
- Assumption: Payroll increases during the term of the POBs will be as anticipated when the unfunded actuarial liability was estimated at POB issuance. **Risk: If payroll increases during the term of the POBs exceed expectations, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- Assumption: Cost of living adjustments ("COLAs") will be as anticipated when the unfunded actuarial liability was estimated at POB issuance**. Risk: If COLAs exceed expectations during the term of the POBs, and the increases are not offset by positive changes in other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**
- Assumption: Various assumptions used in calculating the unfunded actuarial liability -- such as mortality rates, early retirement incentives, types of payrolls covered by the pension fund -- will be as anticipated at the time of POB issuance. **Risk: If there are reductions in mortality rates, increases in early retirement incentives, expansions of the payrolls covered by the pension plan during the term of the POBs, and these changes are not offset by positive changes to other assumptions, the POB proceeds will not suffice to cover the unfunded actuarial liability.**

In addition to analyzing potential benefits that are based on achieving assumptions made in estimating the unfunded actuarial liability, we will also analyze potential budgetary benefits or losses based on various prospective levels of the pension systems' earnings to assist you in gauging the likelihood of success of a POB transaction. It should be noted that potential budgetary benefits vary from year to year. Actual benefits or losses and the success of the POB financing cannot be known until the POBs have been paid in full.

As outlined in the SEC's Municipal Advisor Rule and based on representations you have made to Stifel, Nicolaus & Company, Incorporated ("Stifel"), we understand that you are represented by, and will rely on the advice of, an independent registered municipal advisor (within the meaning of the SEC's Municipal Advisor Rule) with respect to all aspects of the issuance of municipal securities and municipal financial products including all topics covered by the attached information. Stifel is providing the attached materials, including all information and advice contained therein, in reliance on these representations and will not be designated as your municipal advisor for the referenced issuance of municipal securities. Stifel is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended.

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Golder Ranch Fire District

3885 E Golder Ranch Drive
Tucson, Arizona 85739

"Serving with Strong Hands and Caring Hearts"

September 17, 2020

FOR IMMEDIATE RELEASE

CONTACT:

CAPTAIN ADAM JARROLD, PUBLIC INFORMATION OFFICER/520-306-7143/
ajarrold@grfdaz.gov
ANNE-MARIE BRASWELL, COMMUNITY RELATIONS MANAGER/520-268-2307/
abraswell@grfdaz.gov

GOLDER RANCH FIRE DISTRICT HIRING FIREFIGHTERS

Tucson, AZ- Golder Ranch Fire District (GRFD) is actively recruiting for the position of Recruit Firefighter. To apply, visit the GRFD website at www.grfdaz.gov and click on "Careers" to see the full job description and complete the application. The fire district will close the recruitment process on October 18, 2020. The academy is slated to run approximately 16 weeks with a projected start date of late January 2021.

This academy will present a unique opportunity to those who may have never considered a career in the fire service previously. That is because the fire district is not requiring that a candidate have their Emergency Medical Technician (EMT) certification prior to joining the academy. This is usually a standard pre-requisite but due to the pandemic, many potential EMT students may have been unable to obtain the training prior to this application period. Consequently, the fire district will include EMT training and certification in addition to their standard academy training program.

The fire district is looking to expand its existing customer-service minded work force and develop the future leaders of the fire service.

###


thank you

Golder Ranch Fire District,

Many thanks for the prompt service on August 24th for removing a baby rattlesnake from my patio.

I don't know the names of the 2 young firemen, but I would appreciate sharing their story!

Ann Reaban

August 24, 2020

As I started to open my sliding door to the patio, I noticed a little creature tucked neatly into a tiny circle. I was startled to see the distinctive diamond back design on this tiny baby. I took a photo to confirm my suspicions of the little guy's identity. Sure enough, he matched the photo on the internet, so I called Golder Ranch Fire District for "Snake Taxi Service."

Two young firemen arrived promptly to assist this tiny diamond back rattle snake in finding a new location for a place he could call home. Additionally, while the firemen were at my house, they volunteered to change a chirping fire detector.

Knowing that snakes are territorial, I realize that he may come back to visit me again. I so appreciate this special service that Golder Ranch Fire District offers to keep our desert creatures safe as they share the environment with their human desert dwellers.

Gratefully,

Ann Reaban
[redacted]

Thank You Firefighters!



Thank you!

From - Luke (3 yrs old)
Finn (6mo old)
The Leonard Family

September 11, 2020

Dear Golder Ranch Fire Department,

Thank you for being brave and fighting fires. I know you didn't fight the Twin Towers fire but I know you would of if you could have. Thank you for fighting the Big Horn Fire. Also thank you for helping my grandma and taking her to the hospital. I wonder what you do in your spare time? Thanks again and hope to see you at the Christmas party.

Sincerely,

Greyson

Greyson Golder

3rd grad E lmantry school

Hernandez, Maggie

From: Karrer, Randy
Sent: Friday, September 11, 2020 9:48 AM
To: Ortiz, Shannon; Brandhuber, Thomas; Hurguy, Joshua; Price, Michael; Seeley, Will; Kroger, Adam
Cc: Painter, Brooke; Hendrix, Cameron; Colby Jr., John; Karrer, Aaron; Sicurello, Sean; Campbell, Kyle; Yankovich, Samuel; Roberts, Tyler; Alexander, Garrett
Subject: RE: Thank you letter from Greyson Golder

How cool is that! A wonderful tribute from and very nice young man, you have influenced him clearly.

Well done all, thank you for your service to our community and country!

Randy Karrer, Fire Chief
Golder Ranch Fire District
3885 East Golder Ranch Drive
Tucson, Arizona 85739
(520) 825-9001 office ext. 2001
(520) 334-0658 cell

www.grfdaz.gov

"Proudly serving the communities of Oro Valley, Marana, Catalina and Saddlebrooke"
Community first!

From: Ortiz, Shannon <sortiz@grfdaz.gov>
Sent: Friday, September 11, 2020 9:37 AM
To: Karrer, Randy <rkarrer@grfdaz.gov>; Brandhuber, Thomas <tbrandhuber@grfdaz.gov>; Hurguy, Joshua <jhurguy@grfdaz.gov>; Price, Michael <mprice@grfdaz.gov>; Seeley, Will <wseeley@grfdaz.gov>; Kroger, Adam <akroger@grfdaz.gov>
Cc: Painter, Brooke <bpainter@grfdaz.gov>; Hendrix, Cameron <chendrix@grfdaz.gov>; Colby Jr., John <Jcolby@grfdaz.gov>; Karrer, Aaron <akarrer@grfdaz.gov>; Sicurello, Sean <ssicurello@grfdaz.gov>; Campbell, Kyle <kcampbell@grfdaz.gov>; Yankovich, Samuel <syankovich@grfdaz.gov>; Roberts, Tyler <troberts@grfdaz.gov>; Alexander, Garrett <galexander@grfdaz.gov>
Subject: Thank you letter from Greyson Golder

Hello,

Please see the attached thank you letter from Greyson Golder[redacted] Greyson also baked chocolate chip cookies, which were dropped off at Station 370.

Listed below are the personnel that responded[redacted]

Captain Cameron Hendrix
Fire Medic John Colby
Firefighter Aaron Karrer
Engineer Sean Sicurello

Fire Medic Kyle Campbell
Probationary Firefighter Samuel Yankovich

Fire Medic Tyler Roberts
Firefighter Garrett Alexander

Shannon Ortiz
Records Specialist
GOLDER RANCH FIRE DISTRICT
3885 East Golder Ranch Drive
Tucson, AZ 85739
(520) 825-5943 Office
www.grfdaz.gov

GOLDER RANCH FIRE DISTRICT
"Serving with strong hands and caring hearts"

BOARD SERVICES' REPORT

Board Services Manager – Brooke Painter

September 2020

Meetings, Trainings & Events Attended for the Month

Manager Painter attended the weekly direct reports staff meetings with Chief Karrer and his direct reports, as well as, the Fire Chief's status meeting with all of the managers.

Manager Painter, Administrative (Admin) Assistant Hernandez, Administrative (Admin) Specialist Ramos and Records Specialist (RS) Ortiz attended the weekly Board Services meetings. Admin Specialist Ramos attended Facilities, Operative IQ (OPIQ) staff meetings, and meetings related to the station 375 remodel.

Admin Specialist Ramos began assisting with the administration north construction. She has, once again, been working with the vendor and staff members who will be affected by the construction. She held meetings with staff to discuss office furniture needs and also scheduled meetings between staff and the vendor. Discussions will continue regarding the needs of staff.

Manager Painter, Admin Specialist Ramos and Admin Assistant Hernandez met with furniture specialist, Barb Garlow, from Forward Tilt. The future layout of the front lobby and Admin Assistant Hernandez's office was discussed. Ms. Garlow took measurements and formed some initial drawings based on our needs for those areas. She will present various furniture layouts so that we can see how to fit furniture in those areas effectively after the remodel is complete. Admin Specialist Ramos met with Ms. Garlow to discuss the back office rearrangement and future furniture placement of those areas as well.

With the enclosure of the lobby and conversion into a glass conference room, there will be changes in some employees' office space. Admin Specialist Ramos' office will be moved to half of the records room. Records that can be destroyed after a certain retention period, and

are not permanent records, will now be stored in the shed. RS Ortiz moved five shelving units and 93 boxes from the records room to the shed. The permanent records will remain in the records room and eventually will all be filed in fire-proof file cabinets.

Admin Specialist Ramos began to train Board Services staff in the OPIQ system to ensure the eventual transition into OPIQ throughout the District.

Manager Painter and RS Ortiz attended the third part of the elections training, hosted by Arizona Municipal Clerks Association (AMCA). It was the final session that covered Campaign Finance Law.

Manager Painter participated in and co-chaired an AMCA education committee meeting and a subcommittee meeting as well to discuss future educational opportunities and the limitations of cities and towns traveling/training budgets due to the COVID-19 pandemic.

Records

RS Ortiz responded to 14 records requests for the month of September.
The breakdown is as follows:

Environmental Reports	-
Outstanding Code Violations	1
Fire Reports	3
Incident Reports	-
Medical Records	10
Billing Records	-

Communications Officer Andy Smith created and maintained a historical timeline of Golder Ranch Fire District. His last entry was in 2013. RS Ortiz began adding entries after 2013 (please see attached).

Fire & Life Safety Services (FLS) has been reviewing their records in preparation for destruction. RS Ortiz met with Deputy Fire Marshal Jenn Akins and Administrative Specialist Christine Leonard to explain the retention schedules that are applicable to FLS. RS Ortiz reviewed how FLS records are classified within the schedules.

Assistant Chief Abel asked RS Ortiz to locate old records in reference to Oracle Junction Fire District. Upon reviewing the old records, RS Ortiz recognized the need to preserve them. Many were handwritten in pencil, faded, and difficult to read. She began a preservation project, which will include typing all of the meeting minutes for the old district. Once this is done, they will be electronically stored in Document Locator for easy reference. All meeting minutes for Golder Ranch Fire District dating back to 1977 are scanned and currently stored in Document Locator. While going through old boxes of records, RS Ortiz found a missing resolution that was signed and so happened to be the resolution that merged Catalina Fire, Oracle Junction and Golder Ranch Fire District.

An administrative employee from Three Points Fire contacted RS Ortiz regarding retention schedules. She had no experience with the schedules and was not familiar with them. RS Ortiz spent time explaining retention schedules to her and where to find them on the Secretary of State's website. Arizona government agencies are mandated by retention schedules that indicate how long to retain records. There is no penalty for keeping records longer than their retention period, but it is a violation of state statute to destroy them before their retention period is met.

Administrative Assistants' Activities

Administrative Specialist Ramos continued with her daily duties by providing clerical assistance to Board Services, IT and Facilities, and wherever else her assistance was requested. She also assisted the chiefs with any special projects they requested her assistance with.

- She assisted Facilities related to hiring a cleaning company to provide specialty deep cleaning when needed at district facilities. She also assisted Facilities in the coordination and installment of the reverse osmosis system in the administration north kitchen.
- She assisted Chiefs Abel and Hilderbrand with the station 375 remodel. She worked with the vendor and crews at station 375. Input was gathered regarding needs for the firefighter's and captain's offices and the dining area. She participated in a meeting with the vendor and chiefs. Designs and renderings were submitted and changes were made. After approval was given, she placed the order for the furniture for station 375. She has been working with the vendor to ensure that there is coordination regarding remodel completion, dates for delivery, and setup of furniture.
- As part of the furniture replacement program, Admin Specialist Ramos worked with the vendor requesting quotes for chairs for the bunk rooms and dining tables for stations 370 and 377. The quote was approved and she placed the order. New recliners were received and delivered to station 373 as part of the furniture replacement program as well.
- She continued to circulate birthday cards and, sadly, sympathy cards to Administration staff. She coordinated a COVID-safe birthday recognition with treats for the September birthdays.

Administrative Assistant Hernandez continued to answer the phone, collect and distribute packages, and assist wherever needed along with her daily duties.

- She continued to perform symptom checks and temperature scans for anyone outside of the District needing entrance into the building. These will be required until further notice.
- The north Administration office has been a public location for digital fingerprinting for Arizona Department of Public Safety (AZDPS) for the last two months. Admin Assistant Hernandez took 63 sets of fingerprints for the month of September. Admin Specialist Ramos assisted with the scheduling while Admin Hernandez was out.
- She continued to enter purchase order amounts into the Administration, IT and Facilities budget spreadsheets and file accordingly.
- She sent out thank you letters for any donations received for the District.

- She continued to disinfect the touchable surfaces in the front lobby daily.
- There were 14 lockboxes sold at the front desk. Lockboxes will be sold by appointment only until further notice.

1977

- District founded. Bob Murray GRFD's first fire chief. Tax rate- $2.60

1981

- October- Golder Ranch Volunteer FD granted membership into MEDS dispatch system

1987

- Tax rate decrease to $2.30

1988

- Tax rate increase to $2.60

1990

- Tax rate decrease to $2.41
- September- Saddlebrooke Station 3 opens

1991

- Tax rate decrease to $1.43
- June- Sun City Station 4 opens

1992

- Tax rate increase to $1.59

1993

- Tax rate increase to $1.89

1994

- Call load ending June: 1565
- June- Fink is Fire Chief
- FY 1994-1995 tax rate $1.89

1995

- Call load ending June: 1816
- FY 1995/1996 tax rate $1.89

1996

- Call load ending June: 2068
- FY 1996/1997 tax rate $1.89

1997

- Call load ending June: 2206
- FY 1997/1998 tax rate $1.89

1998

- Call load ending June: 2437 Patients transported: 1036
- FY 1998/1999 tax rate $1.89

1999

- Call load ending June: 2769 Patients transported: 1232
- October- Dispatch service with City of Tucson, joins consortium with Avra Valley and Northwest
- FY 1999/2000 tax rate $1.89

2000

- Call load ending June: 3320 Patients transported: 1418
- GRFD purchases a house at 1490 W. Tangerine to serve as a temporary station to serve Copper Creek
- November- Northwest Rancho Vistoso Urgent Care opens
- FY 2000/2001 tax rate $1.89

2001

- Call load ending June: 3801 Patients transported: 1782
- August- Last reserve firefighter shift
- November- Station 115 (Woodburne Ave) runs first call
- FY 2001/2002 Tax rate $1.99

2002

- Call load ending June: 4163 Patients transported: 2323
- Tax rate increase to $1.99
- January- Picture Rocks and Three Points joins the communications consortium
- October- CON expands to new boundaries
- November- GRFD average employee age:33.8 Years of service: 6.7 Salary: $40,924

2003

- Call load ending June: 4608 Patients transported: 2516
- May- GRFD breaks the 500 calls per month barrier with 549
- September- Full time Information Technology (IT) position assigned
- November- Copper Creek annexation
- FY 2003/2004 tax rate $1.96

2004

- Call load ending June: 5060 Patients transported: 2667
- Tax rate decrease to $1.96
- August- Shift Battalion Chiefs assigned at Station 110
- August- GRFD enters IGA with Town of Oro Valley for Fire Marshal services

2005

- Call load ending June: 5789 Patients transported: 3017
- Tax rate decrease to $1.95
- January- Oro Valley Hospital opens
- April- GRFD breaks the 600 calls per month barrier with 644
- August- Grant funds Motorola radio equipment for XTS5000, XTL5000 and Quantar bases

2006

- Call load ending June: 6410 Patients transported: 3061
- Tax rate decrease to $1.93
- April- Temporary Station 116 (old R/M Station 77 on Palisades)
- April- Southwest Ambulance (SWA) starts patient transports in the Town of Oro Valley (phase I)
- May- GRFD breaks the 700 calls per month barrier with 713
- May- New campus begins occupation on 3885 E. Golder Ranch Dr.
- December- Palisades annexation

2007

- Call load ending June: 7038 Patients transported: 2115
- Tax rate decrease to $1.89
- May- Village of La Canada annexation
- July- SWA takes both 911 and interfacility transports in Oro Valley. PM214 and PM216 activated (Phase II)
-

2008

- Call load ending June: 7087 Patients transported: 1196
- Tax Rate decrease to $1.69
- January- Pima County fire numbering system changes from MEDS to Pima Chiefs. GRFD assumes 370-389
- May- EN381 and BR381 placed in 4/10 schedule service as Adaptive Response Engine (ARE)
- August- Permanente Station 376 (La Canada Dr.) opens
- December- ARE shuts down

2009

- Call load ending June: 7338 Patients transported: 1220
- Tax rate decrease to $1.59
- January- Station 372 (Catalina Hills Dr.) runs first call
- April- La Reserve annexation
- June- Station 373 burns. Forced into temporary location on Holiday Dr.
- October- Temporary Station 377 inside El Conquistador resort
- October- Town of Oro Valley annexation
- December- Station 373 renovations complete
- FY 2009/2010 tax rate $1.59
- Bond Tax rate $.16

2010

- Call load ending June: 7510 Patients transported: 1319
- March- Karrer assumes Fire Chief position
- April- GRFD breaks the 800 calls per month barrier with 808
- May- Station 378 (Arroyo Vista Dr. house) opens staffed with PM378
- June- Fink officially retires
- August- Golder Ranch gets 911 transports back from SWA in Oro Valley
- September- Station 377 moves to its new permanent location (Linda Vista Dr.)
- December- PM378 shuts down and reports as a 12 hour car at Station 372
- FY 2010/2011 mil rate $1.59
- Bond Tax Levy $.14

2011

- Call load ending June: 8450 Patients transported: 3130
- January- Gifford's mass shooting at Ina and Oracle on the 8th
- May- La Cholla Air Park annexation
- April- Station 374 renovations complete
- July- PM374 placed back in service
- FY 2011/2012 mil rate $1.59
- Bond Debt Service mil rate $.14

2012

- Call load ending June: 8973 Patients transported: 3663
- April- Radio repeater installed at Oro Valley Water Plant 16 in La Reserve
- June- PM372 and PM375 start as Adaptive Response Units (ARU)
- July- Shift EMS Captains (EC) assigned at Station 377
- September- Golder Ranch gets interfacility transports back from SWA
- September- GRFD breaks the 900 calls per month barrier with 913
- September- PM375 shuts down as ARU

- Tax rate increase to $1.61

2013

- Call load ending June: 9757 Patients transported: 4368
- March- GRFD starts in-house ambulance billing, Billing Supervisor hired
- April- Golder Ranch Fire District declared official name by resolution
- July EMS Membership Program established
- June –PM375 becomes 24 hour car, PM370 shuts down at night
- August- BC moves from 370 to 375
- October- GRFD discontinues pursuit of Catalina Foothills Annexation
- November- Class 2013-01 graduates
- November- Tom Brandhuber hired as Assistant Chief for Operations
- FY 2013/2014 mil rate $1.82
- Debt Service Fund mil rate $.14

2014

- Call load FY ending June: 10,110
- Total call load for 2014: 10,709
- Total transports for calendar year 4,480
- January 14 Assistant Chief Patrick Abel assigned Assistant Chief of Logistics, Planning & Support Functions
- Board Services Manager Position created
- Community Relations Manager position created
- FY 2014/2015 mil rate $2.04
- Debt Service Fund mil rate $.14

2015

- Call load FY ending June: 10,120
- Total call load for 2015:11,512
- Total transports for calendar year 5,330
- FY 2015/2016 mil rate $2.07
- Debt Service Fund mil rate $.13

2016

- Call load FY ending June: 11,926
- Total call load for 2016: 12,086
- Total transports for calendar year 5, 574
- September 2016 Steve Wright becomes GRFD Chaplain
- April GRFD given Class 2 ISO rating (only 1,060 fire departments in the nation with this rating)
- EMS Division deploys ePCR laptops on suppression apparatus
- Firefighter Academy 2016-01
- Human Resources Generalist position created

- FY 2016/2017 mil rate $2.09
- Debt Service Fund mil rate $.13

2017

- Call load FY ending June: 13,187
- Total call load for 2017: 14,661
- Total transports for calendar year 6,379
- July 17 Mountain Vista Fire District and Golder Ranch Fire District consolidate
- North and South Battalion Chief positions created
- Registered Nurse position created
- Division Chief of Operations position created
- Administrative Captain position created
- FY 2017/2018 mil rate $2.29
- Debt Service Fund mil rate .10

2018

- Call load FY ending June: 16,332
- Total call load for 2018: 16,343
- Total transports for calendar year 6,400
- May-Division Chief of Health and Safety Services position created
- FY 2018/2019 mil rate $2.35
- Debt Service Fund mil rate $.09

2019

- Call load FY ending June: 16,557
- Total call load for 2019: 16,324
- Total transports for calendar year 6,318
- Firefighter Academy 2019-01
- Additional Human Resources Generalist full time position created
- FY 2019/2020 mil rate $2.35
- Bond Debt Service mil rate .09

2020

- Call load FY ending June: 16,575
- March the District addresses the COVID 19 pandemic
- May-Deputy Chief of Special Projects position created
- Station 375 remodeled
- FY 2020/2021 mil rate $2.35
- Bond Debt Service mil rate .11

COMMUNITY RELATION'S REPORT

Community Relations Manager – Anne Marie Braswell

September 2020

Meetings, Trainings & Events Attended for the Month

- For the month of September, PIO Jarrold assisted with Company Readiness Drills at Training multiple times supporting the Training Division and individual engine companies who participated.
- 9/1- CRM Braswell attended Fire Chief status meeting.
- 9/2- CRM Braswell and PIO Jarrold attended a Zoom meeting with Arizona PIOs, discussion about best practices for dealing with the media during the pandemic.
- 9/3- CRM Braswell attended Oro Valley Chamber Public Policy meeting via Zoom.
- 9/3- PIO Jarrold attended filming of Chiefs Karrer, Ryan and Bradley doing grill safety PSA for Fire Prevention Month.
- 9/3- PIO Jarrold and CRM Braswell filmed Chief Riley's portion of preparedness PSA at Oro Valley Police Headquarters.
- 9/11- CRM Braswell attended check presentation at Impact of Southern Arizona. The local Elks lodge donated money to Impact in our name.
- 9/11- CRM Braswell participated in Zoom meeting with behavioral health specialists from Northwest Hospital to discuss possible opportunities for partnership and collaboration with our existing Health and Safety Division. Chief Grissom was also on the Zoom call.
- 9/14- CRM Braswell attended Fire Chief and manager meeting.
- 9/15- PIO Jarrold taught two separate fire extinguisher trainings to classes of high school students at St. Odilia's school.
- 9/16- CRM Braswell took PTO.
- 9/17- PIO Jarrold taught fire extinguisher training at Catalina Springs Memory Care facility to staff.
- 9/21- CRM Braswell attended Fire Chief and direct reports meeting.
- 9/23- CRM Braswell attended the Marana Chamber Community and Regional Update via Zoom.
- 9/26- GRFD hosted another blood drive with the American Red Cross at Station 380. This blood drive was in the Red Cross Bloodmobile and was staged in the parking lot of the administrative building.
- 9/28- CRM Braswell attended Fire Chief and manager meeting.
- 9/28- CRM Braswell and PIO Jarrold facilitated and supported a recognition for Firefighter Zane Leiber's son who acted heroically when he and his friend were biking in Pinetop and the friend was injured. We facilitated time with Blayne and the Fire Chief and gave him a

certificate, first aid kit and challenge coin. His family was grateful for the meaningful and low-key recognition.

- 9/28- CRM Braswell attended another meeting via Zoom to discuss the Oro Valley event featuring local artists and chalk art to honor first responders and healthcare workers. The Southern Arizona Arts and Cultural Alliance are coordinating the event. Discussion about moving this event to a drive thru format was had to mitigate the risk of exposure to participants and first responders of COVID-19. The team is going to move forward to make this transition to ensure the safety of all involved.
- 9/29- CRM Braswell met with Council Member Rhonda Pina and Council Member Bill Rodman to thank them for their service on the Town of Oro Valley Council and to invite them to stay engaged with the Fire District. They are both Fire District residents and have been strong community partners of GRFD. Additionally, a small token of appreciation was given to each of them; folding camper chairs with the GRFD logo. They were appreciative and enthusiastic about future opportunities to partner.
- 9/29- CRM Braswell met with Oro Valley Chamber CEO Dave Perry to discuss chamber matters and also the possibility of GRFD participating in the Pima County Safe Steps initiative to demonstrate a commitment to pandemic mitigation at businesses. Mr. Perry will be circling back with additional information on this.

GRFD in the News and on Social Networking

Below are some of the highlights from September 1, 2020- September 31, 2020 regarding notable media and social media out reach. All links to media stories are on the GRFD Facebook and/or Twitter and Instagram pages.

- On September 1st, we posted a video of the Bighorn Fire scar, shot from a completely aerial view. This provided great insights to our residents regarding the rugged terrain the firefighters were facing during the complex fire.
- On September 6th and September 7th (Labor Day Weekend) we participated in many hiker rescues with Northwest Fire District and Pima County Sherriff's Department. Associated stories were ran on Social Media platforms and local broadcast television news related to the rescues and the dangers of hiking in these extreme temperatures.
- On September 8th, we posted a joint safety message with Oro Valley Police Department about the importance of being prepared and having an emergency kit in your home. September is National Preparedness month.
- On September 10th, local news woman, Allie Potter reached out to PIO Jarrold directly to inquire if GRFD assisted with vehicle lockouts. He was able to send a truck to her to help her

get back in to her car. She consequently posted a nice message on her social media, which we shared.

- On September 14th, PIO Jarrold and CRM Braswell accepted Oro Valley Chamber recognition for the Fire District's continued support of local business.
- On September 17th, we sent out a press release announcing our recruitment efforts for our upcoming fire academy. The media is interested in covering this story in more detail and future stories are in process. Local media also shared this information on their local morning shows and on their websites.
- ON September 18th, we shared Episode 5 from our GRFD Podcasts via our social media platforms to also help to guide potential candidates through the recruitment process. This is the first time that we have shared the podcast in this way and we look forward to doing it in the future with other episodes.
- On September 28th, we experienced another 911 outage and this time, there appeared to be outages throughout the nation in various states. This outage only lasted about an hour and our personnel at stations followed the same protocols as they had done in prior outages such as opening the bay doors to encourage public access for emergencies.

The Northwest Explorer PSA that will begin running at the end of this month will be a message about kitchen safety, which directly speaks to the NFPA theme for National Fire Prevention Month 2020. The ad proof is attached.

Golder Ranch Fire District

3885 E Golder Ranch Drive
Tucson, Arizona 85739

"Serving with Strong Hands and Caring Hearts"

September 17, 2020

FOR IMMEDIATE RELEASE

CONTACT:

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ANNE-MARIE BRASWELL, COMMUNITY RELATIONS MANAGER/520-268-2307/
abraswell@grfdaz.gov

GOLDER RANCH FIRE DISTRICT HIRING FIREFIGHTERS

Tucson, AZ- Golder Ranch Fire District (GRFD) is actively recruiting for the position of Recruit Firefighter. To apply, visit the GRFD website at www.grfdaz.gov and click on "Careers" to see the full job description and complete the application. The fire district will close the recruitment process on October 18, 2020. The academy is slated to run approximately 16 weeks with a projected start date of late January 2021.

This academy will present a unique opportunity to those who may have never considered a career in the fire service previously. That is because the fire district is not requiring that a candidate have their Emergency Medical Technician (EMT) certification prior to joining the academy. This is usually a standard pre-requisite but due to the pandemic, many potential EMT students may have been unable to obtain the training prior to this application period. Consequently, the fire district will include EMT training and certification in addition to their standard academy training program.

The fire district is looking to expand its existing customer-service minded work force and develop the future leaders of the fire service.

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12143_1



SERVE UP FIRE SAFETY IN THE KITCHEN

- Stay in the kitchen when you are frying, boiling, grilling, or broiling food.
- If you are simmering, baking, or roasting food, check it regularly and stay in the home.
- Always keep a lid nearby when cooking. If a small grease fire starts, slide the lid over the pan and turn off the burner. Leave the pan covered until it's cool.
- Keep anything that can catch fire away from your stovetop.
- Do not wear loose fitting clothing while cooking.
- Have a "kid-free zone" of at least 3 feet around the stove and areas where hot food or drink is prepared or carried.

Golder Ranch Fire District Administration | 3885 E. Golder Ranch Drive, Tucson, AZ 85739 | grfdaz.gov

Please review proof carefully. Submit any changes or APPROVE your ad via the link attached to this proof.

Advertiser:	Golder Ranch Fire District
Sales Representative:	Lisa Hopper
Proof Timestamp:	16SEP2020
Artist:	LA

Tucsonlocalmedia
YOUR COMMUNITY DELIVERED

INFORMATION TECHNOLOGY REPORT

IT Manager – Herman Rascon

October 2020

IT Applications Group Activities/Projects

The GRFD IT Applications group has been working on the following projects:

- We are continuing with the process of converting the CAD stream for Golder Ranch Fire District (GRFD), Three Points Fire District (TPFD), Rincon's Valley Fire District (RVFD), and Avra Valley's Fire District (AVFD) to a direct SQL connection instead of the current TEXT to XML to SQL implementation. This will increase the speed and reliability of the pipe used to receive CAD information.

- We have started the new MailStore deployment. MailStore email archiving solution was recently implemented. MailStore is an application that will allow users to easily and quickly search for past emails. This new functionality will greatly reduce the man-hours required to perform public records requests while boosting productivity for administrative personnel who frequently reference past emails.

- The application group is also focused on the new staffing program by Kronos, Workforce TeleStaff. TeleStaff is a proven automated scheduling solution used by Tucson Fire and Northwest Fire District. TeleStaff optimizes the scheduling, communications, and deployment of public safety personnel. We are currently working on several components to make it work with our current fire record system and send text messages.

IT Systems Group Activities/Projects

The GRFD IT Systems group has been working on the following projects:

- US Digital Designs (USDD) deployment continues. We are almost complete wthi the installation only the final configuration by USDD remains. We hope to have the full system operation in Octber. USDD is our new station alerting system that will replace our current system. The USDD Phoenix G2 Fire Station Alerting System is comprised of a central ATX Station Controller and a network of alerting peripherals that alert first responders throughout a fire station via audio, display, lighting, and auxiliary input/output (I/O) components.

- We have begone the new wireless system upgrades. So far all the buildings at the 370 campus are complete and we are moving to 380 and 377 next. The upgrades consist of new access points and a new controller. The new Ruckus SmartZone controller is a new virtual appliance that allows us to bring our Wireless Access Point devices internal. We no longer need to have third party vendors manage our Wireless controller. Implementing this will increase our security, reduce funds for managing it, and allows us to expand this technology to other stations and agencies.
- We have received the new laptops for our Electronic Patient Care Record (ePCR) system. The new Panasonic CF-20 will replace the reliable (but very old) Panasonic CF-C2. The I Panasonic CF-20 is a fully-rugged, lightweight laptop that easily detaches to become a 10.1" tablet. The detachable laptop has a magnesium alloy chassis and is also MIL-STD-810G and IP65 certified, so it can take the abuse of most any job site. The display is sunlight-viewable, making this hybrid laptop perfect for rugged outdoor environments. We hope to have the new laptop out in the field this month.

ASSISTANT CHIEF'S REPORT

Emergency/Life Safety Services – Tom Brandhuber

September 2020

Assistant Chief's Activities for the Month

Attended the following:

- September GRFD Board meeting
- Arizona Ambulance Association annual meeting
- Tour of Banner Occupational Clinic
- Tour of 1582 Facility

Participated in the following:

- Chief Karrer's weekly direct report meeting
- Arizona Ambulance Association monthly board meeting
- Discussions on strategies to look at PSPRS reduction of liabilities

Held the following:

- Direct reports weekly meeting
- Regional COVID-19 weekly zoom meetings
- Several meetings with TeleStaff

EMS

Community Integrated Healthcare Program

- Patient census for the CIHP program is on the rise, currently 8 patients being treated
- Program information was shared with the case managers who oversee Oro Valley Hospital and Northwest Medical Center
- We included both hospitals to ensure all Golder Ranch Fire District residents could receive the care from the program regardless of which hospital they were treated at

Covid-19 Response

- The EMS Division continues to focus on the COVID-19 response, still seeing very low positive cases
- We are staying diligent with training for our providers about COVID-19 protection and care so we create an enhanced normal to protect our employees

- Communication with our hospital managers continues to ensure any needs are immediately addressed, all is good on the communication front
- We continue to participate in bi-weekly conference calls with all of the region agencies regarding the COVID-19 response
- Preparing a stockpile of PPE for a potential increase of cases

Ambulance billing

- The recommendations from the Zoll A/R Consulting group have been implemented
- Implementing adjustments to the Ambulance Membership program to make all membership renewals on July 1 of each year
    - This will align payment and usage of the program into the fiscal year and no overlap of fiscal year
- Preparing annual data for the ARCR report for Arizona Department of Health Services
- Provided an update to the board on billing strategy and ambulance revenue reporting

Other Items of Interest

- The first month of continuing education from the University of Arizona was well received, the lecture was very informative and engagement from our providers was excellent
- The second month of continuing education was released at the end of the September and will prepare providers for EMS Skills labs that start October 5th, 2020

Month of September Details

	Transports	+/- From Last Year	Interfacility	+/- From Last Year
MD372	0	0	0	0
MD376	90	2	0	0
MD379	0	0	0	0
PM370	51	-9	0	-1
PM371	0	0	0	0
PM372	1	1	0	0
PM373	79	20	0	0
PM374	0	0	0	0
PM375	66	-5	0	0
PM376	7	4	0	0
PM377	99	9	2	1
PM379	0	0	0	0
PM380	100	-8	0	0

Total Transports for the Month to Date:	493	Total Interfacilities for the Month to Date:	2
+/- From Last September	14	+/- From Last September	0
Total Responses	498		
Transport %	99%		

Training

Courses

- Aerial Operator/Driver operator course began September 21, 2020 and will end November 24, 2020
  - 17 students are enrolled
- Captains Certification course began September 21, 2020 and will end November 24, 2020
  - 15 students are enrolled

Academy

- Application deadline is October 18, 2020
- Assessment center and interview dates to be determined

Miscellaneous

- Working on updating 2020 VFIS training through Target Solutions
- Ran monthly Office of Inspector General report on all Golder Ranch Fire District employees and volunteers
- Working on reviewing and updating all Task books

Probationary Modules

- Module IV test is being updated
- Module IV books are due October 26-28, 2020
- Module IV testing will take place November 10, 12, and 13th

Car Seat Program

- 4 car seat installs were done in the month of September

Health and Safety/Crew Scheduler

Health and Safety

- Assisting the peer support team in various issues
- Implementing Telestaff
- Updating Health and Safety related policies
- Added 7 new Peer Support Members to the team
  - Training taking place in October and November

- Annual medical exams taking place October 5-8, 2020 with 1582

Crew Scheduler

- Assisting Health and Safety with various issues
- Implementing Telestaff
- Crew Scheduler entries
- Assisting Wildland

Wildland

Assignment

- Creek Fire
  - Date- 09/07/20-10/01/20
  - Resource Assigned- Tender 021
  - Personnel- Stevens, Waldorf
  - Location- Both sides of the San Joaquin River near Mammoth Pool, Shaver Lake, Big Creek and Huntington Lake
  - Acres- 309,033
  - Containment- 44%
- August Complex
  - Date- 09/06/20-09/23/20
  - Resource Assigned- Type 6 1935
  - Personnel- Bell Petersen, Russo, Rosas
  - Location- Willows, California on the Mendocino National Forest
  - Acres- 955,513
  - Containment- 51%
  - Start Date- August 17, 2020
  - Cause- Lightning
  - Structures Threatened- 2,200
  - Structures Destroyed- 100



- Williams Fork Fire
  - Date- 09/06/20-09/23/20
  - Resource Assigned- Single Resource
  - Personnel- Spanarella
  - Location Information- 7 miles southwest of Fraser, Colorado on the Arapaho and Roosevelt National Forests and Pawnee National Grassland
  - Acres- 13,247

- Containment- 25%
- Start Date- August 14, 2020
- Cause- Human Caused

- PCWT Rotation
  - Type 1- Unavailable
  - Type 1 Support Tender- Unavailable
  - Type 2 Support Tender- Assigned to the Creek Fire
  - Type 3-Unavailable
  - Type 6- 1st

Honor Guard/Pipes and Drums

Expenditures

- Honor Guard
  - No expenses in the month of August
  - Finally received our Marlow White order that had been delayed because of Covid
  - It contained 4 uniform jackets that we ordered approximately 5 to 6 months ago.
- Pipes and Drums
  - No expenses in the month of August

Events

- HG meeting cancelled for September
- No other events

Special Operations

Classes/Training

- Joint training with Pinal County Sheriff's Office (PCSO), Northwest Fire District and Tucson Fire Department at Pima County West Campus
  - PCSO brought their helicopter out to do an equipment orientation

- Three members are going to attend hazmat class
  - Captain Ben Jones
  - Firefighter Anthony Rios
  - Fire Medic Kyle Campbell
- A drone class will be coming soon
- There will be a Toxmedic class in November

Rescues

- B shift 777 and 338 had a complicated trench rescue in Catalina
- Teams worked well and proved that automatic aid is working well
- Several other hiker rescues





Finance

UAAL

- At the October 20, 2020 Board meeting I will be discussing the GRFD PSPRS UAAL. I know what you are thinking, that is a whole bunch of acronyms, but you probably know most of it, so I will focus on the last four: UAAL. Unfunded Actuarially Accrued Liability. There is a lot to unpack here. "Unfunded" means an obligation without the resources to offset or service. "Actuarially" means statistically calculated based on life expectancy. "Accrued Liability" means an obligation that exists in the future but for which an accounting transaction has not been recorded. When combined together, a UAAL means an unfunded financial obligation based on estimated life expectancies for which there are no assets available to offset. More specifically, there are no current assets for which to offset. So, when we talk about the AAL we are talking about future obligations. When we talk about plan assets, AVA (Actuarial Value of Assets), we are talking about current, liquid or nearly liquid assets. Because of accounting rules, we can only look to the future when calculating liabilities we cannot look to the future when calculating assets. These are important concepts to keep in mind when we get into a deeper discussion of where GRFD is at with respect to Its UAAL, how we got here and what are some of the options that we have to address this issue.

Human Resources

Benefits

- On September 8th AFLAC representatives, Seth Knowlton and Kim Rodriquez, were onsite at the north and south Golder Ranch Fire District administrative offices for the monthly Service Assistance Day is held onsite for Golder Ranch Fire District members the second Tuesday of each month, from 0800-1000

Compensation

- The Human Resource Team has had several phone calls and virtual meetings with our compensation consultant Igor Shegolev and his staff from HR Know over the past several weeks
  - We are in the early stages of evaluating options for compensation system restructuring for all non-uniformed job classifications

Policies and Procedures

- Human Resource Team has reviewed and updated a number of existing policies and have submitted them through our chain of command for review

Employee Relations

- Human Resources continues to provide support and guidance on current employee relations issues

Health and Safety

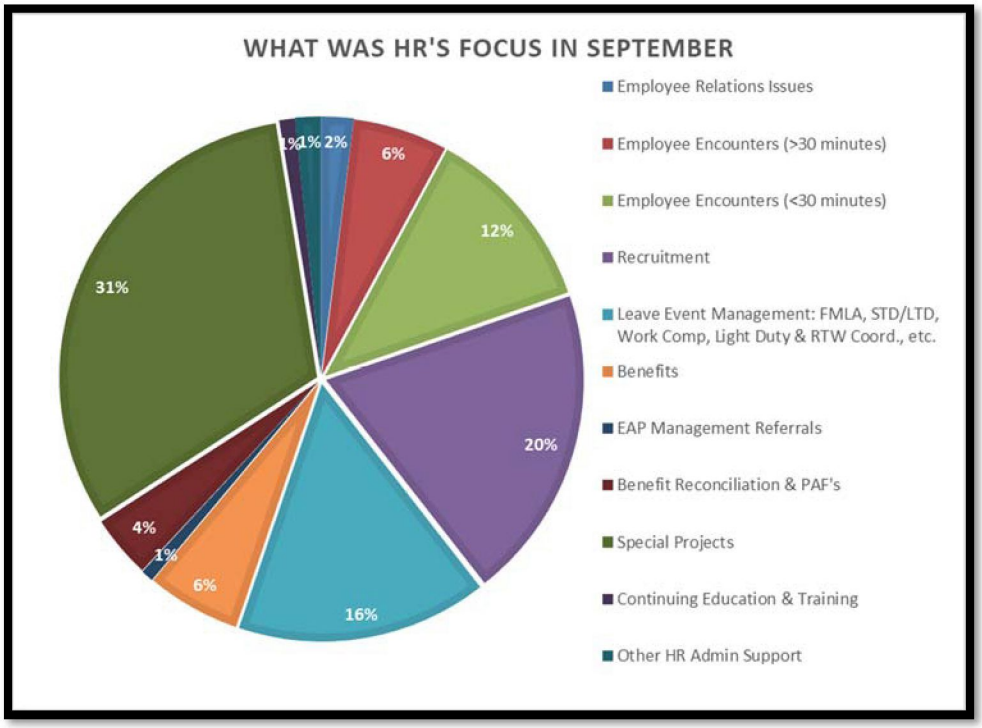
- On September 8, 2020 the Human Resources Team along with Chiefs Karrer, Brandhuber, Robb and Grissom, toured the Banner Occupational Medicine Clinic as part of our evaluation process of changing occupational medical services to Banner
  - The Banner staff and the facility were very nice and we believe this is going to be a positive change for the District and our employees
- Manager Lovemore attended the Safety Committee Meeting for September providing a monthly report on work related injuries
  - She also provided the committee with an update regarding the administrative steps we are fine tuning with Securis, as well as those we are working on with Banner Health for occupational medicine services
- Human Resources and the Banner Health teams have worked together seamlessly over the past few weeks to ensure clear administrative processes are in place as we transition occupational medicine providers

Reoccurring Staff Meetings

- Held HR Team Weekly Staff Meetings
- Manager Lovemore attended Chief Brandhuber's Weekly Direct Report's Meetings
- Manager Lovemore attended Fire Chief's Monthly Staff Meeting

Team Training

- Webinar: "ASRS Annual Employer Conference"
- Webinar: "Remote Reality Check: How to Support and Engage WFH Employees"



Employee Recognition

- We would like to recognize the following individuals who are celebrating a GRFD employment and/or volunteer anniversary this month. We appreciate their work and dedication to the District for the benefit of the public that we serve.



GRFD Employee Years of Service Recognition - October			
Last Name	**First Name**	**Date of Hire**	**Years Of Service**
Sutherland	James	10/24/1990	30
Seeley	William	10/30/1997	23
Christian	David	10/04/2010	10
Rascon	Herman	10/18/2010	10
Schaefer	Valerie	10/10/2013	7
Cantua	Phillip	10/17/2016	4
Raney	Charles	10/17/2016	4
Hernandez	Maggie	10/07/2019	1
Leonard	Christine	10/07/2019	1
GRFD Volunteer Years of Service Recognition -October			
Last Name	**First Name**	**Service Beginning**	**Years Of Service**
Wyatt	Janice	10/08/2015	5
Kipp	Barbara "Bo"	10/21/2019	1

Record of Exceptional Performance

- Brenda Druke, Fire Inspector
- Derek Grotkier, Fire Inspector
- Bill Hurley, Fire Inspector
- Brad White, Fire Inspector

Fire and Life Safety Services













Inspections & Activities include public education/outreach, weed abatement/debris burning, certificate of occupancy, code complaint inspection, code consultations, compliance letter, development review committee, fire alarm system inspection, fire flow/hydrant inspection, fire investigation, food truck inspection, gate inspection, general construction inspection, home safety assessment, investigative inspection, kitchen hood suppression system inspection, pre-application, preconstruction meeting, prevention inspection, records request, reinspection, special use permit inspection, suppression system inspection (commercial & residential), tent inspection, and underground fire supply line.

Commercial Projects Summary

Assigned Inspector: Horbarenko=Red Hurley=Pink

B. White=Blue Grotkier=Green Druke=Black

Oro Valley	Oro Valley	Pinal County	Pinal County
Denny's 11107 N Oracle	Giant Express T.I. 8080 N Oracle	Chirreon Energy 1.5 Miles West of Oracle/Edwin	SBR Clubhouse CO2 System 31143 S Amenity
Ashley Furniture T.I. 11935 N Oracle	Saffron T.I. 7607 Ste 101 N Oracle	**Pima County**	
Salted Pig 11835 N Oracle Rd #101	Design Center T.I. 8454 N Oracle	St. Mark's T.I. 1431 W Magee	Reilly's Craft Pizza 7262 N. Oracle
Station 375 T.I. 12125 N Woodburne	10390 La Canada Shell T.I.	Black Top Grill 8300 N Thornydale	Arby's T.I. 16388 N Oracle
OVPD Generator 1920 E Tangerine	AZ Oncology Ste 2 10390 N La Canada	**Subdivisions (Sprinklers Required)**	
Flex Gymnastics 11085 N Oracle	Casa Theater T.I. 10801 N La Cholla	Tranquillo (del Webb and R.V.) approx. 270 homes	Shannon 80 (Shannon and Naranja) approx. 80 homes
F45 Fitness 9740 N Oracle St104	Chase Bank Solar 10310 N La Canada	OV Town Centre (Oracle and Pusch) approx. 77 homes	Capella M (Naranja and La Cholla) approx. 48 homes
Fry's Fire Alarm Replace 10661 N Oracle	Flynn Dentist 10310 N La Canada	**Who Received Their Certificate of Occupancy in Sept.**	
Firetruck Brewery 9740 N Oracle	Spledido Remodel 13500 N Rancho Vistoso	OV Hospital Offices T.I. 1521 E Tangerine	Marshall's T.I. 7900 N Oracle
Commerce Bank T.I. 7315 N Oracle Ste 181	Ventana Building 4 T.I. 1910 E Innovation Park	Target T.I. 10555 N Oracle	CDO Baptist Storage 9200 N Oracle
Purelit Second T.I. 7315 N Oracle Ste 011	Ventana Ammonia Plant 1910 E Innovation Park	Freytag Orthodontics 9740 N Oracle	Lucky Wishbone 3780 W Ina
LuxSpace Studios T.I. 7315 N Oracle Ste 051	U of A Building 1800 E Innovation Park	Oracle Family Dental T.I. 10195 N Oracle	Desert Collective Dance 10831 N Mavinee
St Odila's T.I. 7570 N Paseo del Norte	PRCA MPR 9500 N Oracle	Artistic Studios T.I. 11061 N Oracle	

Education/Training Activities

- Deputy Fire Marshal Akins, Inspector White, Druke, Hurley and Grotkier attended an IAAI online fire investigation class on CFI 2021 NFPA 921
- Deputy Fire Marshal Akins attended five online SFPE classes
  - The classes included fire alarm/detection systems, smoke management, explosion control, passive fire protection, and means of egress
- Deputy Fire Marshal Akins and Horbarenko and Inspector White, Hurley, and Grotkier attended the EMS I-Gel hands-on training

Fire Investigations

- On September 5, 2020, a residential structure fire was reported at 3523 E. Foxtrotter Road in Golder Ranch Fire District
  - The origin of the fire was located at the southernmost cupboard along the west side of the garage
  - A resident was in the garage earlier in the day welding
  - Sparks from welding was considered as a possible ignition source
  - This hypothesis could not be eliminated or proven to a reasonable level of certainty
  - This fire was classified undetermined



- On September 14, 2020, a commercial structure fire was reported at Putney's Pitstop Sports Bar and Grill located at 6090 N. Oracle Road in Northwest Fire District
  - The origin of the fire was on the external side of the northwest corner of the shed



- On September 16, 2020, a fire was reported at 4155 N. Flowing Wells Road in Northwest Fire District
  - The origin of the fire was in a pull behind trailer at a storage lot



- On September 16, 2020, a fire was reported at 4981 N Fellows Avenue in Northwest Fire District
  - The origin of the fire was in a shed in the residence backyard

- On September 17, 2020, a fire was reported at 4400 N Placita Del Paisano in Northwest Fire District
  - The origin of the fire was in the ceiling above the microwave



- On September 22, 2020, a fire was reported at 12321 West Swanson Street in Northwest Fire District
  - This fire involved a single mobile home
  - An occupant of the residence fled the scene and Marana Police Department will follow up

- On September 26, 2020, a fire was reported at 7787 N. Star Grass Drive in Northwest Fire District
  - This fire involved a doublewide mobile home
  - An occupant of the residence was transported for evaluation

- Fire Marshal Loesche, under subpoena, attended a Daubert Hearing (Rule 702) in court on 9/23/20, which was to present evidence of his qualifications through knowledge, skills, training, education and experience and to demonstrate that the scientific method was followed during the investigation.
  - The defense motion was to preclude him from providing expert testimony in court
  - The judge ruled that Fire Marshal Loesche did in fact possess the required knowledge and skills through training and education along with field experience and that he did follow the methodology as prescribed through the PMS 412 manual, "Guide to Wildland Fire Origin and Cause Determination" for conducting wildfire investigations
  - The final court ruling by Judge Gard was to deny the defense motion and to allow Fire Marshal Loesche to testify as an expert witness in court to provide the origin and cause summary of his findings of the investigation
  - This stems from a wildfire (Roach Fire) that was investigated on July 11, 2017
  - The accused was charged with reckless burning (unattended debris burn pile) and criminal damage for destruction resulting from the fire
  - The trial is set for November 10, 2020 in Pinal County Superior Court

Can you spot the violations?



Answer to last Month:



Answer: Remove tree branches from hydrant

2018 IFC Section 507.5.4 Obstruction: Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

Golder Ranch Fire District Call Load Breakdown

September 2020

CALL TYPE	370	372	373	374	375	376	377	378	379	380	TOTAL
Aircraft											
Brush / Vegetation			1		1	1					3
Building	1						1				2
Electrical / Motor											
Fires - All Other				1	1	1	1			1	5
Gas Leak											
Hazmat											
Trash / Rubbish										1	1
Unauthorized Burning	1					1					2
Vehicle								1			1
Total Fire	**2**		**1**	**1**	**2**	**3**	**2**	**1**		**2**	**14**
Animal Problem											
Animal Rescue											
Assist -Other	19	9	57	7	24	12	10	9	7	10	164
Battery Change	7	1	25	3	3	1	3	3			46
Bee Swarm											
Defective Appliance											
Invalid Assist	4	3	9	17	11	7	12		3	7	73
Snake	45	6	30	38	56	52	42	21	31	35	356
Lockout	1										1
Fire Now Out	1					1					2
Total Service Calls	**77**	**19**	**121**	**65**	**94**	**73**	**67**	**33**	**41**	**52**	**642**
Alarms (Fire, Smoke. CO)	4		3	5	4	3	7	1		4	31
Cancelled / Negative	9	1	1	8	6	4	8	3	4	10	54
Smoke / Odor Invest.	1		1	1		1		1	2	1	8
Total Good Intent	**14**	**1**	**5**	**14**	**10**	**8**	**15**	**5**	**6**	**15**	**93**
Motor Vehicle Accident	5					1	2	1	4	3	16
Rescue-high, trench, water	1										1
Interfacility Transport							2				
All Other EMS Incidents	59	11	99	67	57	69	87	12	106	104	671
Total EMS Type	**65**	**11**	**99**	**67**	**57**	**70**	**91**	**13**	**110**	**107**	**690**
TOTAL ALL	**158**	**31**	**226**	**147**	**163**	**154**	**175**	**52**	**157**	**176**	**1439**
Percentage of Call Load											
Average Calls Per Day											
Patients Transported					**493**						
Last 12 Month Call Load					**16620**						
Last September Call Load					**1453**						

ASSISTANT CHIEF'S REPORT

Logistics & Special Projects – Patrick Abel

September 2020

Assistant Chief's Activities for the Month

Meetings attended & general information

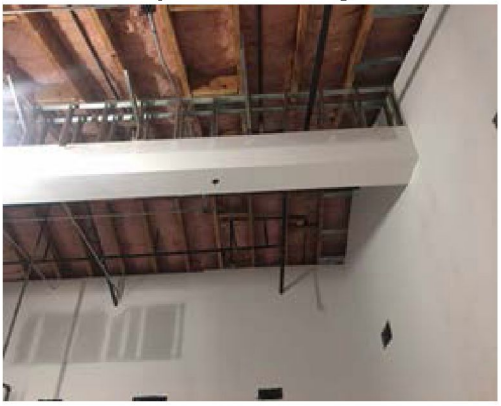
- I attended the Fire Chief's direct reports meetings on Mondays.
- I attended the monthly Chief's Status meeting and provided updates to all the managers and division heads.
- I conducted weekly Logistics meetings with direct reports.
- I continued to work on statewide mutual aid and participate in training meetings virtually.
- I continued to work closely with the Arizona State Local Assistance State Team (LAST) and attend state and national webinars via Zoom. As mentioned in my last report, the team has been working on succession planning to replace Rich Kochanski and myself. Rich Kochanski is from Mesa Fire Department and heads the state team. I head the southern areas of Arizona. Both Rich and I will be retiring in a few years and would like to start training our replacements. I am happy to say that Golder Ranch Fire District (GRFD)'s own Captain Thomas will be representing and leading the state team. I will have more to present on this issue in the future.
- Efforts continued to clean and organize the old fleet maintenance facility. We also discovered that the building title was incorrect so we have been making the necessary corrections.
- Chief Hilderbrand and I met with the Town of Oro Valley to discuss future projects for GRFD and the Town. We also discussed possible ways we might better collaborate moving forward. The meeting went well, but both sides recognized that ultimately the direction would need to come from above our pay grade.
- The remodels of both the lobbies in Administration and Fire & Life Safety have been under review with Pima County for needed permits.

- A committee within Operations was established to do a final review of what is needed to begin the process of getting quotes on self-contained breathing apparatus's (SCBA's). There is a need to get these soon as another academy will begin in the coming months.
- The construction of the tactical tender was completed and the tender has been delivered. Fleet began working to address the minor details of radios, lights, stripping, mounting equipment, etc. before it goes into service.
- The small vehicle awning behind Fleet was relocated in preparation for the installation of the solar parking units on campus. The solar company, SOLON, has been working to get the needed permits from the County before they can begin construction.
- I participated in our weekly construction meetings with Lloyd Construction, WSM architect Paul Mickelberg, and others responsible for the remodel and expansion of station 375. The project has remained on schedule, however, some issues arose which we have been working on with the Town of Oro Valley. One was the artwork for the building. The artwork was falling apart and too expensive to repair. This same issue occurred with station 376 where the Town allowed us to purchase a horse and donate it for a future Town art project in lieu of replacing or repairing it. I have petitioned the Town for us to do an in lieu payment to the Town so they can apply the money to an art piece that would better serve the citizens of Oro Valley. The other issue was the fire line that feeds the standpipe to the sprinkler system. Framing and mason work continued to move forward. Below I have attached a few updated photos of the project.

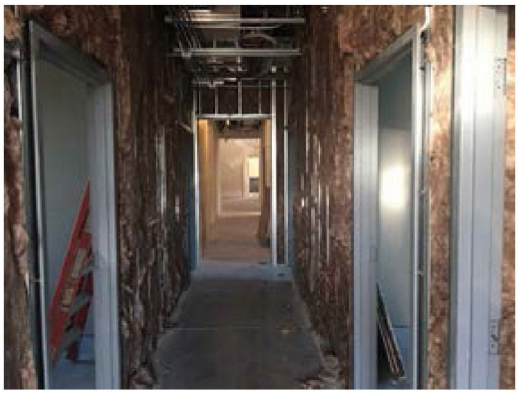
Kitchen expansion



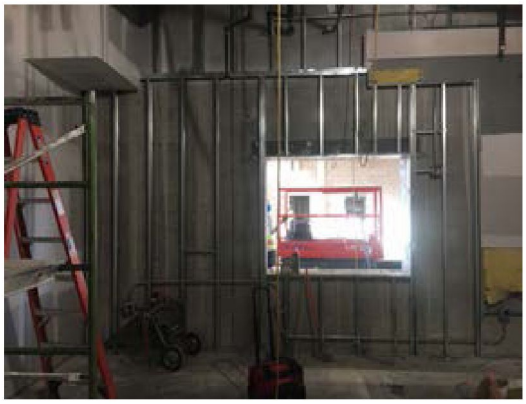
Dayroom ceiling



Bunkroom hallway



Fitness room



Bunkroom expansion





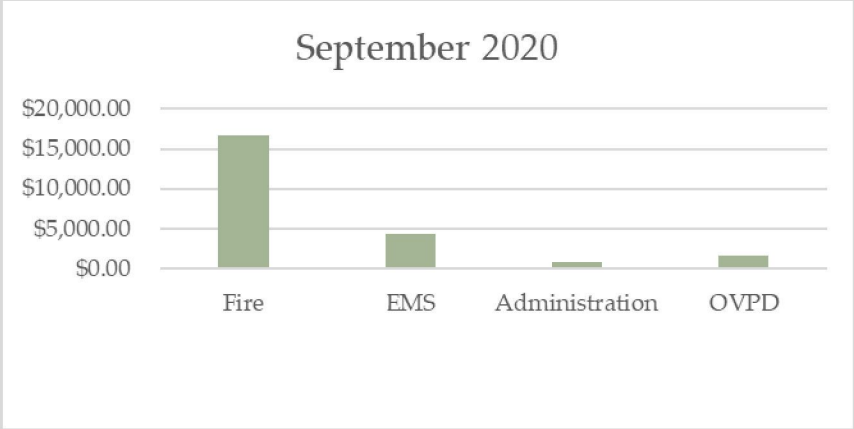
Logistics

- Logistics Deputy Chief Hilderbrand assisted in Blue Card Training with other battalion chiefs.
- The Apparatus Committee completed its first round of engine specifications. They will meet with Operations and Health & Safety to discuss direction and ideas.
- The tactical tender arrived. Wildland and Fleet will collaborate to outfit the truck.
- The ID lock project was completed. Human Resources will oversee anything further.
- The order for the office furniture for station 375 was finalized and placed.
- Service Desk (within OPIQ) was used for 132 service requests in September:
    - Fleet: 52 requests
    - Facilities: 55 requests
    - Supply: 25 requests

Fleet

Monthly vehicle parts costs

- Administration - $781.00
- EMS - $4,362.12
- Fire – $16,618.00
- Wildland - $0.00
- OVPD hours- 18 hrs., $1,599.00



Facilities Maintenance

- Training 340 – Make up air unit repaired
- Station 370 – Roof repaired, new chairs for bunk rooms and dining table ordered as part of the furniture replacement program
- Station 377- New TV purchased, new chairs for bunk rooms and dining table ordered as part of the furniture replacement program
- Station 378 – Door repaired, tree that fell was replaced
- Station 379 – Backflow test passed
- Station 380 – Electronic locks were installed, backflow test passed
- Fleet 430 – Thermostats on the evaporative coolers were installed, COVID-19 disinfection took place
- Daily repairs are ongoing in all GRFD facilities

Procurement/Communications Specialist

- Nothing to report this month

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Deputy Chief Hilderbrand, Logistics

DATE: October 20, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE APPROVAL OF A JOB ORDER CONTRACT (JOC) AGREEMENT POLICY TO ESTABLISH A PROCEDURE FOR ENTERING INTO AND EXECUTING A JOC AGREEMENT WITH A CONSTRUCTION PARTNER FOR RENOVATION, REPAIR, AND MINOR NEW CONSTRUCTION PROJECTS

ITEM #: 8A

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff Review	☒ Fire Chief	☐ Legal

BACKGROUND

The passage of the Golder Ranch Bond in 2019 has provided the District with capital dollars that will address several areas in need of repair, improvement, or even new construction. These projects can be broken down into three distinct segments, two of which are handled by current Policy and one which needs to be addressed.

The first area relates to projects that are very large (e.g., a new fire station) and will require the formal process of due diligence and decision making to take place in order to ensure the most appropriate construction partner is chosen. The second area, which is the majority of projects across the District, revolves around smaller projects that can be managed by current Facilities Staff and are awarded via the Three-Bid Policy. The third area, which is not addressed in Policy, represents projects that are potentially too big or complex for current staff to manage yet too small to necessarily require a fully drawn out process from Request for Proposal (RFP) to acceptance (e.g., adding a turnout room to Station 374). One method of bridging the gap between large projects that require a complete vetting process and small projects that can be handled at the Logistics level is called a Job Order Contract (JOC).

A JOC is an Indefinite Delivery Indefinite Quantity (IDIQ) contract for on-call construction services that provides a project delivery method which is utilized by organizations to get numerous, commonly encountered construction projects done quickly and easily for a wide variety of renovation, repair and minor construction projects. It is a construction-based contract made between a governmental entity with a construction partner which then requires that partner to seek three competitive bids for each trade (e.g., HVAC, electrical, etc…), similar to a CMAR (Construction Manager at Risk) contract. In this sense, a JOC is most commonly used to clear deferred maintenance backlog, perform rapid response recurring project needs, and address renovation and repair projects in a competitive environment without the need for the organization itself to manage the bid processes required for that work.

With regards to Golder Ranch Fire, the existence of a JOC would allow for increased efficiency and shorter pre-construction delays for projects that need to be done due to the elimination of time spent gathering information on potential construction partners or waiting for current staff to be able to oversee construction in a timely manner. It would also provide for transparency in the construction process because sub-construction companies are vetted out via a three-bid process by the contracting partner. Other costs outside of construction (e.g., permits, insurance, General Conditions) will still be present and fees for services are generally scaled for the size of the project to be done. For example, the fee percentage charged by the construction company will be smaller on larger projects than they will be on smaller ones (please see the example of the City of Peoria's Pricing Matrix for reference).

City of Peoria
JOC Pricing Matrix

P19-0034, JOC for General Building Construction

Company Name:

Indirect Cost of the Work	**$1.00 to $50,000**	**$50,001 to $250,000**	**$250,001 to $500,000**	**$500,001 to $1,000,000**	**$1,000,001 to $2,000,000**	**$2,000,001 to $3,000,000**
Job Order Contractor's Fee *(Professional Svcs)*	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Job Order Contractor's Fee *(Construction)*	10.00%	8.00%	7.00%	6.00%	5.00%	5.00%
Payment & Performance Bonds	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
Insurance:						
General Liability	0.85%	0.85%	0.85%	0.85%	0.85%	0.85%
Builder's Risk	$100	$100	$100	$100	$250	5% per $100
AZ/County/City Taxes (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
(Assumes work performed in the City of Peoria)						
Total Indirect Cost % *(Excl. Professional Svcs)*	**16.82%**	**14.82%**	**13.82%**	**12.82%**	**11.82%**	**11.82%**
Total Indirect Cost % *(Incl. Professional Svcs)*	**19.82%**	**17.82%**	**16.82%**	**15.82%**	**14.82%**	**14.82%**
Labor Burden Multiplier (Percentage) *(on employee's base hourly wage rate)*	1.55	1.55	1.55	1.55	1.55	1.55

Utilizing predetermined pricing models as opposed to obtaining three separate bids for the purchase of larger ticket items is something that Golder Ranch is familiar with. Fleet has used the Houston-Galveston Area Council (H-GAC) procurement model for ambulance and engine purchases with great success and reduction of costs directly related to clear, competitive pricing and the elimination of personnel hours spent during the process of different manufacturers creating their bids. Additionally, the H-GAC has significantly reduced the time spent from concept to completed product by eliminating the back-and-forth process of waiting for three vendors to work out usable bids. In short, it has been a productive and useful step in vehicle procurement.

Of course, a JOC is different than an H-GAC in that it deals with construction instead of vehicle procurement; however, the concept of reducing the time in between concept and completed product along with money savings due to transparent pricing and reduced personnel hours remains the same.

That stated, the JOC used by The City of Peoria is useful to Golder Ranch because they have already conducted and completed an entire vetting process by creating a Request for Proposal (RFP), accepting bids from several contractors, comparing pricing and other factors, and ultimately choosing a construction partner. Because this vetting process was done in a manner which mirrors how Golder Ranch would conduct a similar search, and there is "piggyback" language in the JOC which allows other agencies to utilize the document as a resource, the need for creating an extensive and time-consuming search on our own for a JOC partner is eliminated.

This is possible because Golder Ranch is a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) which is a consortium of local governmental agencies across the State of Arizona who have agreements allowing other member agencies to utilize each other's contracts. Golder Ranch would therefore be able to "piggyback" onto The City of Peoria's JOC and design a Master Agreement which is specific to the construction and financial needs of GRFD.

In short, a JOC agreement, if adopted, allows Golder Ranch to set a spending threshold for projects which the Board is comfortable with that will allow such projects to initiate in a streamlined and efficient manner due to addition of a pre-approved construction partner. This threshold for spending would create parameters of spending as well as enhance and simplify construction processes by allowing coordination with the designated contractor to begin while at the same time keeping the Board informed on upcoming projects in the appropriate manner. Communication between Logistics and the Board would therefore maintain the transparency of all JOC related projects, maintain fiscal accountability, and shorten the overall time of certain projects from concept to completion.

That stated, it is recommended that the Golder Ranch Fire District, using the privileges afforded to it due to the S.A.V.E membership, adopt the JOC policy for construction projects with a maximum spending limit of $750,000.00 per project. The Board will continue to have ultimate approval as it has in the past regarding construction projects and communication across District Divisions will occur using the appropriate Chains of Command.

RECOMMENDED MOTION

Motion to approve the Job Order Contract (JOC) Agreement Policy and authorize the fire chief to negotiate agreements with contractors to facilitate.

Golder Ranch Fire District Policies	Management and Administration 1000		
	Section	Finance Procedures 1300	
	Policy	Job Order Contract Agreements 1304	
Authorized by Fire Chief	Policy Origination 2020	Last Revised 10/20/20	Page(s) Page 1 of 1

1304 JOB ORDER CONTRACT (JOC) AGREEMENTS

A. PURPOSE

TO ESTABLISH A PROCEDURE FOR ENTERING INTO AND EXCECUTING A JOB ORDER CONTRACT (JOC) AGREEMENT WITH A CONSTRUCTION PARTNER FOR RENOVATION, REPAIR, AND MINOR NEW CONSTRUCTION PROJECTS

B. SCOPE

1. This policy applies to the Golder Ranch Fire District (GRFD) and allows the usage of a contractor that has met the bid requirements through an approved bid process.

C. POLICY

1. To streamline the process from conception to completion for renovation, repair, or minor new construction projects across the Golder Ranch Fire District by entering into a JOC with a construction partner.

D. GUIDELINES

1. Determine a need for construction projects to be done based on renovation, repair, or new construction requirements.

2. Research existing JOC agreements between other governmental agencies and their construction partners.

3. If applicable, adopt a JOC agreement that meets the construction needs of GRFD.

4. Develop a Master Agreement between the construction partner and GRFD to provide the most cost effective and efficient construction process.

5. Establish a threshold of spending not to exceed $750,000.00 per project.

6. Obtain Board approval for construction projects to be completed by the construction partner.

DRAFT

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No:	P19-0034A
Description of Work:	JOC for General Building Construction

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

Contact: Terry Andersen
Phone: (623) 773-7115

OFFER

ROC069786, ROC110343
Contractor's License Number

CORE Construction, Inc.
Job Order Contractor Name

Authorized Signature for Offer

3036 East Greenway Road
Address

Todd Steffen
Printed Name

Phoenix	AZ	85032	President
City	State	Zip Code	Title

602-494-0800	602-494-9481	steffen.todd@coreconstruction.com
Telephone	Fax	E-mail

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

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

Attested by:
Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.
Eff. Date: 5-22-19

Approved as to form:
Vanessa P. Hickman, City Attorney

City Seal
Copyright 2003 City of Peoria, Arizona

ACON21219
Contract Number

Awarded on 5-21-19

Official File

Dan Zenko, Materials Manager

(Rev 12/2018)CF

City of Peoria

FINANCE DEPARTMENT
MATERIALS MANAGEMENT

9875 North 85th Avenue
Peoria, Arizona 85345
MAIL 8401 West Monroe Street
T 623.773.7115
F 623.773.7118
materialsmanagement@peoriaaz.gov

May 28, 2019

CORE Construction
Todd Steffen, President
3036 East Greenway Road
Phoenix, Arizona 85032

RE: P19-0034A, JOC for General Building Construction

Dear Todd,

Congratulations, your firm has successfully met the requirements for the solicitation referenced above. Enclosed is your copy of the contract number ACON21219, effective May 22, 2019 to May 21, 2020 with 4 optional extension years.

[redacted]

Sincerely,

Terry Andersen

Terry Andersen, CPPB
Contract Officer

Enclosure

JOB ORDER CONTRACT

P19-0034

JOC for General Building Construction

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT
TABLE OF CONTENTS

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

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 & Authorized Signature Form

JOB ORDER CONTRACTING
CONTRACT

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

1.9. Reference Standards

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

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

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

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

2. CONTRACT TERM

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

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

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

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

3. PERFORMANCE OF THE WORK

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

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

3.1.2. Job Order number and date;

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

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

3.1.5. The place of performance;

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

3.1.7. Submittal requirements;

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

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

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

3.2. Job Order Contractor Duties and Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3. Owner Rights and Obligations.

3.3.1. Suspension of Work.

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

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

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

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

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

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

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

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

4. JOB ORDER DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

5. MATERIAL AND WORKMANSHIP

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

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

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

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

6. SITE CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. JOB ORDER SCHEDULES

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

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

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

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

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

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

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

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

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

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

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

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

8.2.3. Constitute or imply acceptance; or

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

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

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

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

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

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

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

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

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

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

9. INVOICING AND PAYMENT

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

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

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

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

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.

11.1.5. PROFESSIONAL LIABILITY INSURANCE, when the City requires the Job Order Contractor to carry architectural and engineering services under the Individual Job Order, Job Order Contractor shall require all architectural and engineering consultants to maintain Professional Liability insurance, covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than $1,000,000 each claim. Job Order Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

11.1.6. BUILDER'S RISK (PROPERTY) INSURANCE, The Job Order Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Job Order Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City has an insurable interest in the property required to be covered, whichever is earlier. This Builder's Risk policy must be a "Masters" Policy, that is, one in which only the specific job order project is insured. This insurance shall include interests of the City, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the City. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the City, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

Required coverages may be waived or modified on a per-project basis by specifying in the Individual Job Order Scope of Work.

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 gages with the project manager.

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

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

13. DISPUTES.

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

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

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

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

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

City of Peoria, Materials Management
Dan Zenko, Materials Manager
9875 N. 85th Ave – 2nd Floor
Peoria, AZ 85345
(623) 773-7115

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

CORE Construction, Inc.
Todd Steffen, President
3036 East Greenway Road
Phoenix, AZ 85032
602-494-0800

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

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

15. WARRANTY OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

15.7.1. Obtain all warranties required by the Job Order;

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

15.7.3. Enforce all warranties for the benefit of Owner.

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

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

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

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

16. STANDARD TERMS AND CONDITIONS

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

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

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

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

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

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

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

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

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

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

of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

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

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

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

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

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

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

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

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

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

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's

agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

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

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

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

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

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

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

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

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

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

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

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

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

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

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

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

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

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

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

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

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

review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

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

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

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

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

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

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

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

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

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

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

16.32.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard

individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Contractor

discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

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

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

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

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

E. Debarment and Suspension (E.O. 12549 and E.O. 12689). Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General

Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24

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

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

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

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

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

   b. Informing employees about:

      1. The dangers of drug abuse in the workplace;

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

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

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

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

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

      1. Abide by the terms of the statement; and

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

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

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

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

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

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

G. Compliance with Federal and State Immigration Laws.

1) Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify

such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

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

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

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

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

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

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

H. Asbestos Abatement. The Contractor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration (OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

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

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

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

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

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

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

3) The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and

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

K. Compliance with Civil Rights Act of 1964

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

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

L. Termination for Convenience (43 CFR § 12.84)

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

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

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

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

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

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

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

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

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

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his

books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

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

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

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

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

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

T. Clean Air Act, Clean Water Act, and EPA Regulations. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean

Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Change the name in the SAM database;

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Payrolls and basic records.*

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

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

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

ATTACHMENTS

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

ATTACHMENT A
JOC General Scope of Services

1.0 GENERAL INFORMATION

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

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

2.0 DOCUMENTS

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

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

3.0 WORK AUTHORIZATION

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

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

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

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

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

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

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

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

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

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

4.0 SCHEDULING OF WORK

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

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

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

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

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

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

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

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

6.0 DESIGN

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

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

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

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

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

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

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

7.0 PROJECT AS-BUILTS

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

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

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

8.0 UTILITY COMPANY COORDINATION

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

9.0 TEMPORARY SANITATION FACILITIES

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

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

10.0 DUST CONTROL AND WATER

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

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

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

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

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

11.0 ELECTRICITY

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

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

12.0 WORK BY OWNER

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

ATTACHMENT B

SIQ & Contractor's Response

(See Attached)

	STATEMENT OF QUALIFICATIONS	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P19-0034**	

REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

JOB ORDER CONTRACTING

FOR

General Building Construction

SOLICITATION NUMBER: P19-0034

Due Date:
January 24, 2019 by 5:00 PM Arizona Time

Pre-Submittal Meeting:
January 16, 2019 @ 9:00 AM Arizona Time

Point of Contact:
Terry Andersen
Contract Officer
teresa.andersen@peoriaaz.gov
623-773-7115

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

SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced licensed contractors for general building construction projects of varying sizes and complexities on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

The individual job order maximum amount is $3,000,000. Pricing shall be negotiated fee. It is the intent of the City of Peoria to select two (2) contractors for contract award, each being skilled at projects up to the maximum job order value and capable of multiple concurrent projects. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. Then the contractor is directed to proceed with the work. Job Order Contractors will be expected to deliver turn-key projects which may include ancillary design, pre-construction services, permit management, competitively bid construction work, and the preparation of project close-out documents.

1.2 Cooperative Purchasing

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

1.3 Project Budget

The City of Peoria Capital Improvement Program (CIP) identifies current funding for projects in fiscal year 2019 and shows planned projects for the next ten (10) years. A copy of the CIP can be viewed at https://www.peoriaaz.gov/government/departments/management-and-budget. The approved FY2019 budget is available to fund various projects utilizing the awarded JOC

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

contract. 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.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with the design, permitting, and construction of various general building construction projects. General building construction projects may include new building construction, existing building major renovations, existing building tenant improvements, and site improvements directly related to a building project (examples: grading, drainage, underground utilities, hardscape, and landscape). The general building construction JOC may also be utilized for projects where a general contractor can add value by managing primary and secondary scope components associated with building or site technical system upgrades (examples: HVAC system modifications, electrical service modifications, solar system installations, life safety system upgrades, or similar).

The general building construction projects are most likely to occur within occupied buildings or on active multi-building campuses, each requiring appreciable experience in managing construction logistics including occupant and pedestrian safety, construction staging, just-in-time materials delivery, off-hours construction, trade parking, and disciplined construction waste management.

Interested contractors must have the ability to show related experience and a proven track record in delivering successful projects of the same nature and magnitude. The selected contractors will be expected to provide experienced project management to manage projects from the project's initial inception and scoping through regulatory approvals, construction, and project close-out.

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 timeframe and within the City's tolerance of financial risk will be the guiding principles behind the projects.

2.2 Scope of Work

Interested contractors must possess experience in the following areas:

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

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

Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either

as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.

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

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

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

Professional Services: The contracting of professional design services from licensed Arizona professionals of one or more of the following disciplines typically associated with general building construction: geotechnical, land survey, environmental, civil, landscape, architecture, structural, plumbing, mechanical, electrical, fire protection, and fire alarm; and/or the contracting of specialty disciplines including: acoustical, kitchen equipment, furnishings, environmental, audio visual, security, or similar. When the professional services are not provided by the Owner, the Contractor 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 agreement.

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

2.3 General Information

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

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

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

City reserves the right and will issue job orders based on ability of the contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

All construction shall conform to the latest Federal, State, and City of Peoria adopted building codes, planning ordinances, and accessibility (ADA) standards; the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Development Infrastructure Guidelines; Specifications and City of Peoria Supplemental to MAG Uniform Standard Details; and the construction documents (plans and specifications) associated with each Job Order.

SECTION 3 - STATEMENT OF QUALIFICATIONS

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

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

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

A. Method of Approach to Performing the Required Services

1. Describe your company's experience and approach to scoping and estimating potential job order projects. What efforts would your company initiate to achieve the project budget and schedule during the negotiation process.

2. Describe how your company will manage a diverse program of job order projects initiated by multiple departments, each with differing levels of owner engagement and/or project management, and all with important deadlines.

3. Describe your company's approach to managing, and illustrating the project's schedule, from project inception through design (if required), permitting, construction, and close-out. Who will specifically prepare and update the schedule?

4. Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the City's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an Appendix.

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9875 N. 85th Ave., 2nd Fl.
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5. Discuss your company's intentions regarding self-performance for each Job Order and indicate the average percentage (%) of self-performance for the projects your company currently has underway or has completed in the last 24 months.

B. Experience & Qualifications of the Contractor

1. List the Arizona professional and contractor license(s) held by your company. Provide the license number and explain if held by an individual or the company.

2. Describe any unique or specialty skills, services or equipment that your company possesses that you believe add value to a project and may differentiate your company from another.

3. Describe the scale and complexity of the projects routinely undertaken by your company.

4. Describe how your company manages its resources between projects for different municipal clients. Identify how personnel assignments are determined.

5. Identify the number of active job order contracting agreements your company is currently providing services under (including any City of Peoria agreements). Identify the agency name, minimum and maximum project size, and identify the total quantity (#) and median project value ($) for the projects your company currently has underway or has completed in the last 24 months. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.

C. Qualifications & Experience of Key Personnel

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

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

    b. Include in the personnel / project matrix any specific staff experience in partnering, quality control, project scheduling, claims, dispute resolution, changes in the scope of work, construction safety, value engineering, and balancing workloads.

SECTION 4 - SUBMITTAL REQUIREMENTS

4.1 Submittal Information

- Submit one (1) original and six (6) copies of your SOQ.
- Include a 1-page cover letter prepared on the company's letterhead, with the name and

contact information of the firm's lead person for the SOQ, and signed by an individual authorized to sign on behalf of the company.

- SOQ's shall be on 8 ½ x 11" paper, text on one side only with the total page count not more than ten (10) pages.
- Adherence to the maximum page criterion is critical and each page with criteria information will be counted.
- Pages that have project photos, charts, and graphs will count toward the maximum number of pages.
- The company's responses to the SOQ criteria, as outlined in Section 3.1 above.
- Provide a list of three (3) references from current clients or clients whom you have performed work within the past five (5) years.

4.2 Appendix

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

- Subcontractor Selection Plan (1 page).
- Scanned copies of the Arizona Registrar of Contractors License Identification Card(s). Multiple ID cards may be placed on the same page.
- Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.
- Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been terminated within the last five (5) years for cause.
- Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcomes.

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

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

DATE: **January 16, 2019**

TIME: **9:00 AM, Arizona Time**

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

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

SECTION 5 - SELECTION PROCESS AND EVALUATION CRITERIA

5.1 Evaluation Process

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

5.2 Evaluation Criteria

A. Statement of Qualifications

1. Method of Approach	300 points
2. Experience & Qualifications of the Contractor	300 points
3. Qualifications & Experience of Key Personnel	300 points
4. Conformance to SOQ	100 points

B. Interviews

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

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

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

5.3 Critical Dates

The following schedule has been prepared for this selection process:

Pre-Proposal Meeting	January 16, 2019
Submittals Due	January 24, 2019
Notification of Interviews	February, 26, 2019
Interviews (shortlist only)	March 13, 2019
Contractor Notification	March 15, 2019

Until the award and execution of the JOC contract, the City will only release the name of each company placed on the final list. All other information received by the City in response

to the SOQ or contained in the proposals will be confidential to avoid disclosure of the contents that may be prejudicial to the competing offeror(s) during the selection process. The proposals of the selected offeror(s) will be open to the public inspection after the Contract(s) are awarded and the City has executed the contract(s) with the selected offeror(s).

SECTION 6 – GENERAL INFORMATION

6.1 General Information

- *Instructions:* The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- *Contact:* Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in section 6.3 below, and may be grounds for disqualification.
- *Costs:* The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- *Material:* All materials submitted in response to this solicitation become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- *Compliance:* The selected contractor will be required to comply with the "Legal Arizona Workers Act."
- *Federal Funds:* The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.
- *Protest Policy & Procedures:* The City of Peoria Protest Policy and Procedures are contained within the City of Peoria Procurement Code, Chapter 26 - Administration, Section 26-121 which is available online at https://www.peoriaaz.gov/government/city-law/city-code. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at https://www.peoriaaz.gov/government/departments/finance/materials-management.

6.3 Questions

- All questions regarding this SOQ must be submitted in writing by emailing:

  Terry Andersen, Contract Officer
  City of Peoria Materials Management
  teresa.andersen@peoriaaz.gov

- Inquiries within 48 hours preceding the due date & time will not be addressed.

CORE Construction, Inc.
3036 East Greenway Road
Phoenix, AZ 85032
P: 602-494-0800 | F: 602-494-9481
www.coreconstruction.com

January 24, 2019

City of Peoria
c|o Ms. Teresa Andersen, Contract Officer
Materials Management / Procurement
9875 North 85th Avenue, 2nd Floor
Peoria, AZ 85345

RE: JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES
Solicitation No.: P19-0034

Dear Ms. Andersen and the Selection Committee Members:

CORE Construction, Inc. (CORE) is pleased to submit our Statement of Qualifications to perform Job Order Contracting for General Construction Services for the City of Peoria. CORE truly appreciates this opportunity to share our mission, experience, processes and qualifications on Job Order Contracting (JOC) Programs with you. We offer a proven team of construction professionals with significant JOC experience. Our team is available and eager to provide exceptional JOC services for the City of Peoria (City).

Below are a few reasons why CORE is uniquely qualified to exceed the City of Peoria's expectations:

- DEDICATED TEAM - CORE is 100% dedicated to being experts in the field and providing exceptional Job Order Contracting Services. We works around the clock to serve our clients by providing quick response times, qualified subcontractors, accurate estimates, trained professionals and quality construction, all of which are essential to successful JOC Operations. These professional services have led to CORE completing all awarded JOC projects within their defined critical path schedule.

- JOC EXPERIENCE - CORE has delivered more than $195 million worth of Job Order Contracting services, totaling over 930 job orders, to Owners in Arizona's public sector. These job orders involved vertical and horizontal construction, and ranged in size and complexity from emergency repair and preventative maintenance to new build. The majority of task orders were completed by repeat clients, serving as a testament to our quality of work and commitment to client satisfaction.

- CLIENT SERVICES - We are dedicated to earning the trust of our clients through adherence to teamwork, our CORE values, and the mind-set that, "The Client Decides." We truly believe that a project's success is measured by customer satisfaction. CORE maintains open communication with all of our clients and make ourselves available 24/7. In addition, our JOC department has access to more than 65 Superintendents to ensure our team is prepared to respond immediately to job orders.

Our key personnel identified in this SOQ are available and excited to continue to work with the City of Peoria on this Job Order Contract. Thank you for your careful review and consideration of our qualifications. Our entire team looks forward to this opportunity, and I am dedicated as your primary point-of-contact. I can be reached at 602-774-3919 or steffen.todd@coreconstruction.com, should you require any additional information and/or clarification.

Respectfully,

Todd Steffen
President

Three (3) References from Current Clients or Clients whom you have Performed Work

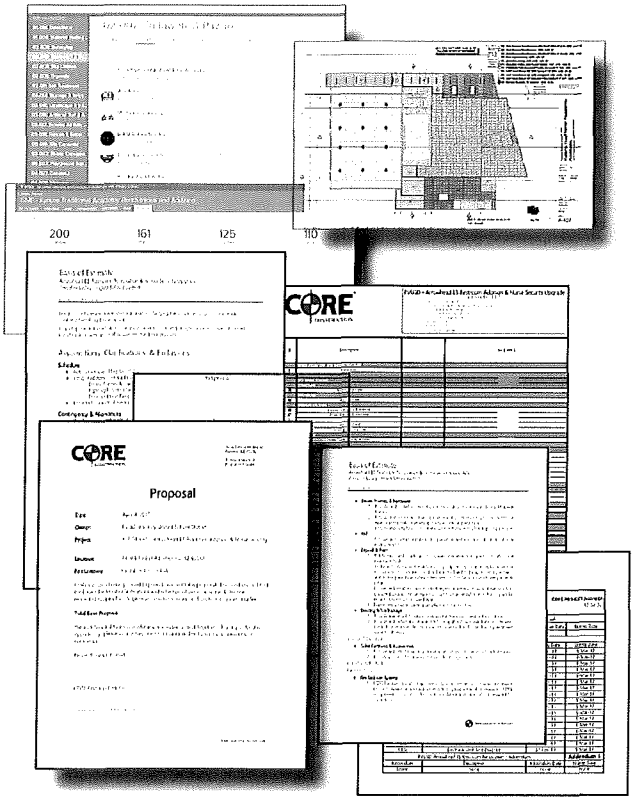
City of Mesa
Contact: Jennifer Donahue
480-684-0418
jennifer.donahue@mesaaz.gov

City of Apache Junction
Contact: Bryant Powell
480-982-8002
bpowell@ajcity.net

City of Avondale
Contact: Chris Hamilton
602-932-5610
chamilton@avondale.org

1. Describe your company's experience and approach to scoping and estimating potential job order projects. What efforts would your company initiate to achieve the project budget and schedule during the negotiation process.

PROPOSAL AND BASIS OF ESTIMATE | DELIVERABLE | CORE developed its own custom proposal package which is the final product submitted by CORE to the Owner. We believe this allows our team to best communicate what our proposal includes. From our assumptions and clarifications related to the project, scheduled start, long lead items for early purchase, project duration, allowances and or contingencies recommended and included, specific exclusions and a detailed itemized list of pricing by scope of work and organized in our 10 Groups. CORE utilizes multiple estimating software programs in order to develop job estimates.



BUILDING CONNECTED, BID SOLICITATION + MANAGEMENT | This program allows us to package and send out to bidders the construction documents developed by our Design Professional partners, coordinate site walks, manage communication to all subcontractors for any questions they may have related to the project, tracking design changes, owner requested changes, options, value engineering, etc. all in one place.

ON-SCREEN TAKE-OFF (OST) AND BLUEBEAM These programs allow our team to ensure the correct quantity of materials are being included from concrete, asphalt, drywall, paint, flooring, ceilings, etc. With these programs our team is able to develop conceptual budgets using historical cost data prior to bidding to subcontractors, check quantities bid by our subcontractors and answer any questions the owner may have related to quantities.

2. Describe how your company will manage a diverse program of job order projects initiated by multiple departments, each with differing levels of owner engagement and/or project management, and all with important deadlines.

Outlined below is our JOC Process that demonstrates our ability to process any job order of any magnitude for the City Peoria's Job Order Contract.

CORE

1. SITE WALK
- Field Pictures
- Scope Discussions
- Project Info Sheet
- Review Project info Sheet

2. JOB ORDER SETUP
- Order Job No
- Review Plans
- Issue RFI

3. PRECON/PRICING
- Sub Solicitations
- Distribute Plans/Specs
- Price Means/Gordian
- Price Open Book (Review Sub Numbers)

4. PROPOSAL PREPARATION
- Set up Backsheet
- Set up Estimate
- Owner Negotiations
- Set up BOD/EOD/ MAP/Cut Sheets
- DD Cover Letter

5. PROPOSAL SUBMISSION
- Final Review
- Present to Owner

6. JOB ORDER APPROVAL
- Confirm PO Status
- Subcontractor Buyout
- Subcontractor Selection
- Obtain Permits

7. PROJECT START-UP
- Job Award Notification
- Project File/Template Setup
- Order Bonds/Insurance
- Create Schedule
- Schedule Subcontractors
- Setup Jobsite
- LOI/Attach A Documents
- Subcontracts
- ViewPoint Setup

8. CONSTRUCTION
- RFI Documents
- CI Documents
- Shop Drawings/Submittals
- Daily Reports
- Attend Owner Meetings
- Progress Photos
- Pay Apps
- CO's/F&F CO's
- Review Sub Pay Apps
- Monitor Logs

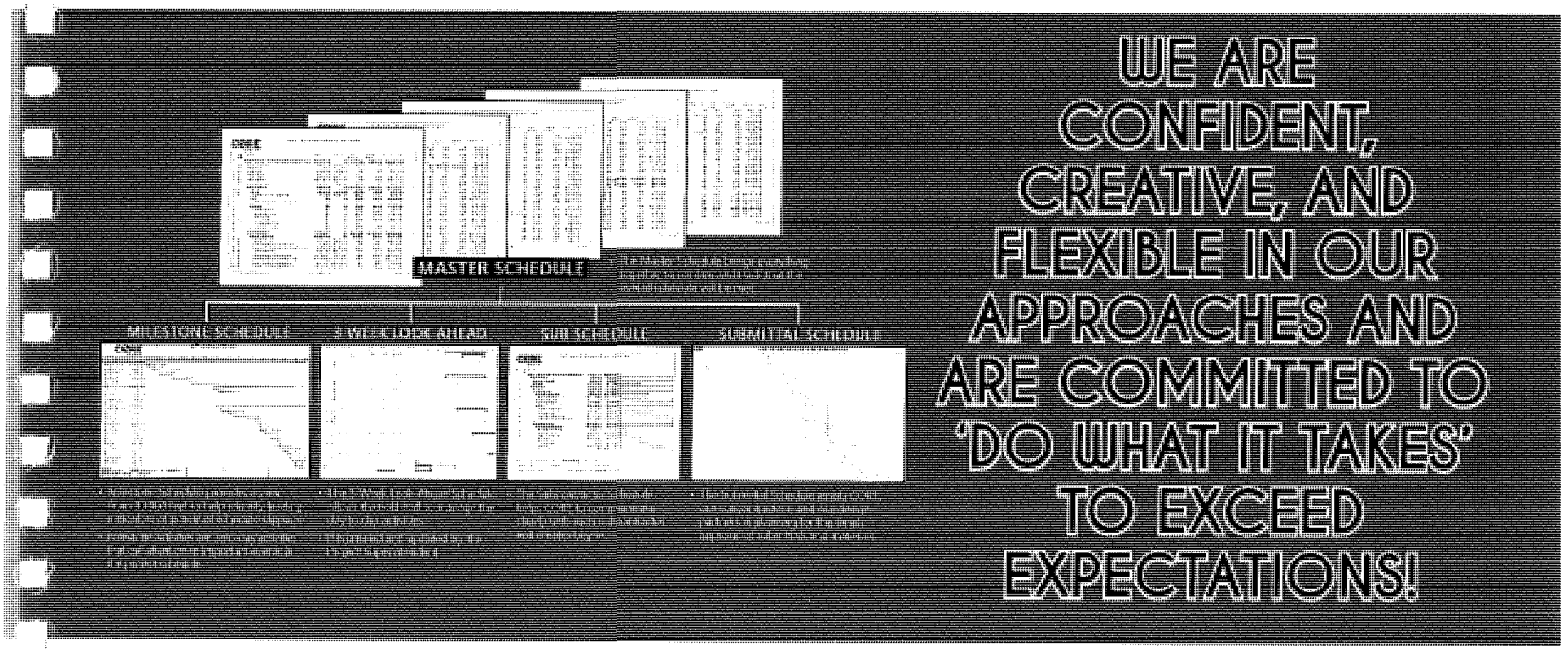
9. PROJECT COMPLETION
- Finish Photos
- Final Walk w. Warranty
- Confirm Owner Payment Receipt
- Punchlist Management
- As-Builts,Closeout Manuals,CORE Manuals
- Sub Warranties
- Extra Material/Training Sign-off

3. Describe your company's approach to managing, and illustrating the project's schedule, from project inception through design (if required), permitting, construction, and close-out. Who will specifically prepare and update the schedule?

PROJECT SCHEDULING | Our team believes a project schedule should include a high level of detail, as illustrated below. CORE will work with City to create a Master Schedule that contains all the activities, relationships, and milestones that will allow us to drill-down and create other specific schedules that we will use as tools throughout the project. From the Master Schedule, we are able to derive a Milestone Schedule which helps to identify leading indicators of schedule slippage.

Due to the level of detail that is put into the Master Schedule, at any point during the project we are able to breakout other schedule types that help us keep the project on track. CORE will assist the City in identifying critical milestone dates for the submission of design documents and budget information. CORE's Project Manager and Superintendent will hold regular project meetings with subcontractors. At this time, CORE will provide subcontractors with look-ahead schedules that breaks the baseline schedule for each job order into a day-to-day schedule. This way the subcontractors and CORE's Project team are on the same page with when materials are to be delivered and installed onsite.

MANAGING THE WORK | CORE's team builds the initial schedules, but look to Subcontractor feedback and support of lead times, durations, manpower availability, etc. CORE works hand in hand with Subcontractors in helping to make sure that ours schedules are built so that CORE can deliver our projects on time, every time. We have a strong track record for completing projects within a prescribed schedule. For complex fast-track, multi-package projects designed for aggressive schedules, 'MUST HAVE' occupancy dates are prioritized and we work backwards and forward to develop a workable schedule.



4. Discuss the key components and advantages of your company's selection process for subcontractors. Demonstrate your understanding of the City's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. Provide a detailed proposed Subcontractor Selection Plan attached as an Appendix.

CORE understands the City's requirement that subcontractor selection must be based on qualifications alone or a combination of qualifications and price, not on price alone. *Our detailed Subcontractor Selection Plan can be found in the Appendix.*

5. Discuss your company's intentions regarding self-performance for each Job Order and indicate the average percentage (%) of self-performance for the projects your company currently has underway or has completed in the last 24 months.

CORE limits the amount of work that is self-performed. We recognize the expertise of the specialty trade contractor. By thoroughly pre-qualifying local subcontractors, CORE capitalizes on the knowledge and experience of firms dedicated to individual trades. In this way, we are able to also keep much of the revenue generated from these projects local. By utilizing firms that self-perform in their chosen fields on a consistent basis, CORE is able to benefit from a very large pool of resources and able to focus on supporting the quality and production of the project. However, we can and may self-perform rough carpentry items with our full-time on-staff carpenters for select items including minor blocking and backing, temporary protection, etc.

TAB B | Experience and Qualifications of the Contractor

1. List the Arizona professional and contractor license(s) held by your company. Provide the license number and explain if held by an individual or the company.

CORE Construction, Inc. holds two licenses issued by the Arizona Registrar of Contractors. Both licenses are held by the company. Please see the appendix for copies of the licenses.
General Construction B-01 069786 ROC
General Engineering A-110343 ROC

2. Describe any unique or specialty skills, services or equipment that your company possesses that you believe add value to a project and may differentiate your company from another.
CORE Construction holds a number of Job Order Contracts. In 2018, CORE put more than $40 million worth of JOC services into place in Arizona. We are proud to have repeat clients who continue to request us for job orders, which serves as a testament to our quality workmanship and service. CORE has been in continuous operation in the Valley for more than 36 years. We pride ourselves on investing in professional development and cutting edge technology that enable us to be industry leaders.

3. Describe the scale and complexity of the projects routinely undertaken by your company.
Currently, CORE Construction, Inc. has 180 Active JOC projects in progress totaling over $36,000,000. Those current projects span throughout municipalities, K-12 and higher education facilities statewide. CORE is currently collaborating with each individual project team generating and construction solutions for interior finish renovations, structural repairs, additions to existing facilities, site infrastructure and mechanical-electrical-plumbing upgrades. All of CORE's current JOC projects are being completed on occupied and operational campuses/sites.

Each individual JOC program is unique and has it's own challenges. One challenge our team has identified is the shortage of quality labor and craft workers. To overcome this, CORE has implemented Master Service Agreements with all subcontractors that perform work on projects. This allows our project management team and contract administration department to electronically issue subcontracts immediately upon selection. CORE is proud of the large number of successful projects completed in and around the State. This has allowed CORE to establish a deep base of pre-qualified subcontractors in the local community, as well as great working relationships leading to high quality of work for a reasonable price. By employing these pre-qualified subcontractors that are experienced both working in the the Fountain Hills area, and for CORE as the Job Order Contractor, our team is therefore able to commit to a timely delivery of each JOC project.

4. Describe how your company manages its resources between projects for different municipal clients. Identify how personnel assignments are determined.
Each individual JOC program is unique and has it's own challenges. One challenge our team has identified is the shortage of quality labor and craft workers. To overcome this, CORE has implemented Master Service Agreements with all subcontractors that perform work on projects. This allows our project management team and contract administration department to electronically issue subcontracts immediately upon selection. CORE is proud of the large number of successful projects completed in and around the State. This has allowed CORE to establish a deep base of pre-qualified subcontractors in the local community, as well as great working relationships leading to high quality of work for a reasonable price. By employing these pre-qualified subcontractors that are experienced both working in the the Fountain Hills area, and for CORE as the Job Order Contractor, our team is therefore able to commit to a timely delivery of each JOC project.

Arizona's Most Experienced Job Order Contractor with over JOC projects for Public Agencies in the last years!

5. Identify the number of active job order contracting agreements your company is currently providing services under (including any City of Peoria agreements). Identify the agency name, minimum and maximum project size, and identify the total quantity (#) and median project value ($) for the projects your company currently has underway or has completed in the last 24 months. The City may take into consideration the number of Job Order Contracts a company may have, the resource investment of the contractor in current City work, and the amount of previous work recently performed for the City as part of the selection process.

CORE Construction's additional JOC Contracts

Agency: University of Arizona
Contract: 2012JOC
Contact Name & Phone: Brian Dolan, 520-621-1805
Dates of Contract: July 1, 2017 – June 30, 2022
Price Method: Unit Pricing - RS Means Cost Book or Competitive Bid. (Open Book)/ Value: up to $2,000,000 per job order

Agency: City of Peoria
Contract: P14-0034B
Contact Name & Phone: Christine Finney, 623-773-7115
Dates of Contract: January 2014 - January 2019
Price Method: Competitive Bid (Open Book)/Value: up to $3,000,000 per job order

Agency: Northern Arizona University
Contract: 11.160.151
Contact Name & Phone: Stephanie Bauer, 928-523-4227
Dates of Contract: January 2015 - December 2018, with an option to renew annually for an additional two years. *(Renewal in Process)*
Price Method: Competitive Bid (Open Book)/Value: up to $1,999,999 per job order

Agency: Arizona State University
Contract: #2015-16000
Contact Name & Phone: Luke Ngo, 480-965-8989
Dates of Contract: August 2015 - August 2020; four years with an additional one-year option.
Price Method: Competitive Bid (Open Book)/Value: up to $1,999,999 per job order

Agency: I Government Procurement Alliance (IGPA)
Contract: 18-15 PV-05
Contact Name & Phone: Christy Knorr, 480-399-6366
Dates of Contract: May 2018 - May 2019; with an option to renew annually for an additional four years.
Price Method: Unit Pricing - RS Means Cost Book or Competitive Bid (Open Book)/ Value: up to $1 million per job order

Agency: Buckeye Elementary School District (SAVE)
Contract: 17-003
Contact Name & Phone: Bobby Williams, 623-925-3413
Dates of Contract: September 24, 2012 - September 24, 2017; with an option to renew annually for an additional four years. *(Renewed)*
Price Method: Unit Pricing - RS Means Cost Book or Competitive Bid (Open Book)/ Value: up to $1,000,000 per job order

Agency: National Cooperative Purchasing Agency (NCPA)
Contract: 04-03
Contact Name & Phone: Larry Erp, 602-819-0185
Dates of Contract: September 2014 - September 2019; with an option to review for 5 years
Price Method: Unit Pricing - RS Means Cost Book or Competitive Bid (Open Book)/ Value: up to $1,000,000 per job order

CORE Construction, Inc. hold additional master JOC contracts with City of Mesa, Grand Canyon University, Town of Oro Valley as well as the City of Mesa and Mesa Public Schools. We also hold multiple national master JOC contacts (NCPA, E+I).

Total quantity (#) and median project value ($) for the projects your company currently has underway or has completed in the last 24 months.
Total Quantity (#): 939 Job Orders
Median Value ($): $378,650

TAB B | Experience and Qualifications of the Contractor

CORE Construction holds a number of Job Order Contracts. In 2018, CORE put more than $40 million worth of JOC services into place in Arizona. We are proud to have repeat clients who continue to request us for job orders, which serves as a testament to our quality workmanship and service. CORE has been in continuous operation in the Valley for more than 36 years. We pride ourselves on investing in professional development and cutting edge technology that enable us to be industry leaders. *Below are a few examples of projects recently completed for municipal clients, including one completed for the City of Peoria!*

City of Peoria Fire Station 193 Apparatus Bay Addition | Peoria, AZ

Delivery Method: Job Order Contract

Project Description: Removal of existing exterior CMU walls and other associated demolition required to complete a new 3-bay addition including structural concrete, masonry, interior finishes, full mechanical-electrical-plumbing systems. In addition to the building, CORE installed all additional site reconstruction for accessibility throughout the site.

Client Name & Contact: Ed Striffler, Architectural Services Manager: 602-359-0212; ed.striffler@peoriaaz.gov

Completion: December 20, 2018 | **Cost:** $1,237,001

City of Apache Junction Library Demising Wall | Apache Junction, AZ

Delivery Method: Job Order Contract

Project Description: Removal of existing structural wall and interior finishes required for a new installation of steel framing and window wall at existing facilities. CORE completed all interior finishes and updated egress requirements for new opening to include fire life safety.

Client Name & Contact: Bryant Powell, City Manager: 480-982-8002; bpowell@ajcity.net

Completion: July 1, 2017 | **Cost:** $51,937

City of Avondale PSAP Tenant Improvements | Avondale, AZ

Delivery Method: Job Order Contract

Project Description: Removal of existing interior building and exterior site conditions to be up-graded with new site landscape and full building remodel including millwork, doors-frames and hardware, interior partitions, finishes, mechanical, electrical, plumbing and life safety fire and date for new 911 emergency call systems.

Client Name & Contact: Chris Hamilton, City Manager: 602-932-5610; chamilton@avondale.org

Completion: January 31, 2018 | **Cost:** $309,723

City of Mesa Falcon Field Airport ATCT Complex Painting | Mesa, AZ

Delivery Method: Job Order Contract

Project Description: Clear, clean and prep all interior and exterior building surfaces for new paint finishes throughout the occupied facility. CORE provided coordination with end users to maintain construction schedule and operational functionality for airport facility to meet FAA requirements.

Client Name & Contact: Jennifer Donahue, PE., Sr. Civil Engineer: 480-684-0418; jennifer.donahue@mesaaz.gov

Completion: November 16, 2018 | **Cost:** $153,894

City of Mesa MCP 5th Floor Engineering Conference Room Upgrades

Delivery Method: Job Order Contract

Project Description: Demolition of existing interior building to be renovated for a new conference room finish out including flooring, ceiling, mechanical and electrical upgrades, special systems and data installation to achieve operational functionality.

Client Name & Contact: Jennifer Donahue, PE., Sr. Civil Engineer: 480-684-0418; jennifer.donahue@mesaaz.gov

Cost: $24,276 | $49,180 (Owner requested 2nd conference room during construction)

Completion: February 16, 2018

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

a. Provide a matrix of project information for up to five (5) key personnel expected to be assigned to this JOC, where the Contractor provided construction services similar to those listed in Section 2 - Scope of Work.

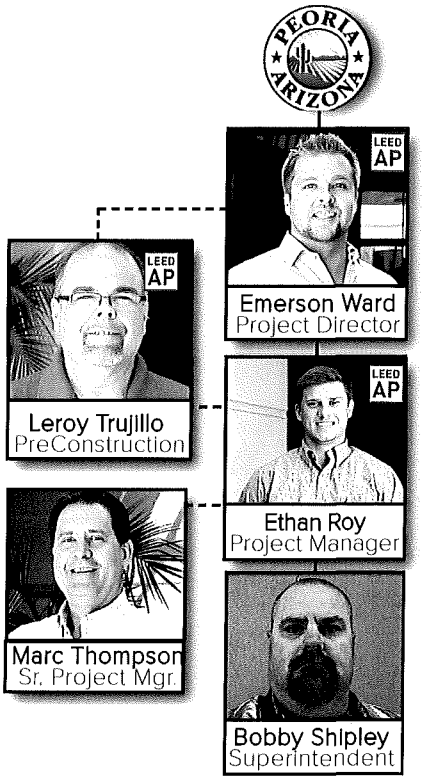
Emerson Ward, Project Director | Emerson has been in the construction industry for more than ten years. He is a CORE Project Director. Emerson is very hands on and directs each job order. His broad knowledge and experience in the construction industry is to credit for his great leadership and job performance.

Leroy Trujillo, PreConstruction Manager | As PreConstruction Manager, Leroy will lead the PreConstruction Phase of the project with the goal of bringing the City of Peoria Best Value. He excels in his ability to analyze and communicate cost and material options as the project is being designed.

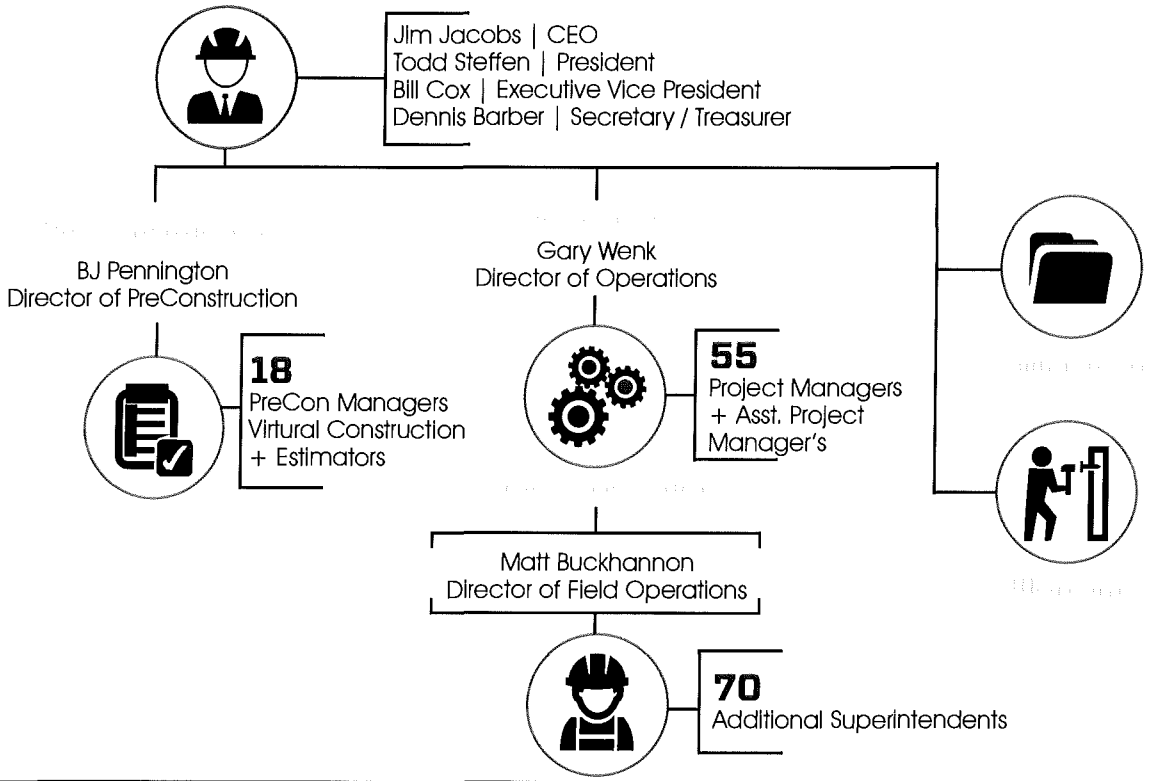
Marc Thompson, Senior Project Manager | As Senior Project Manager, Marc will be will be accountable for the overall success of any project that comes about from the City of Peoria. Marc will be available to assist in project organization and control, the scheduling process, and the procedures by which all team members operate. Todd will oversee the construction activities, schedules and document control and will guarantee that this project is finished on time, on budget and with the highest possible level of quality.

Ethan Roy, Project Manager | As Project Manager, Ethan will ensure that the implementation of construction items are completed and will be responsible for assisting in all aspects of PreConstruction, Construction, and Close-Out. He will serve as the liaison between all parties involved in the construction process overseeing budget and scheduling constraints.

Bobby Shipley, Project Superintendent | As Project Superintendent for CORE, Bobby will be responsible for the supervision, coordination, and scheduling of subcontractors and suppliers for the each project. He will be in charge of schedule control, quality control and safety, ensuring that the project is built to the highest quality and standard.



CORE's OVERALL RESOURCES CHART



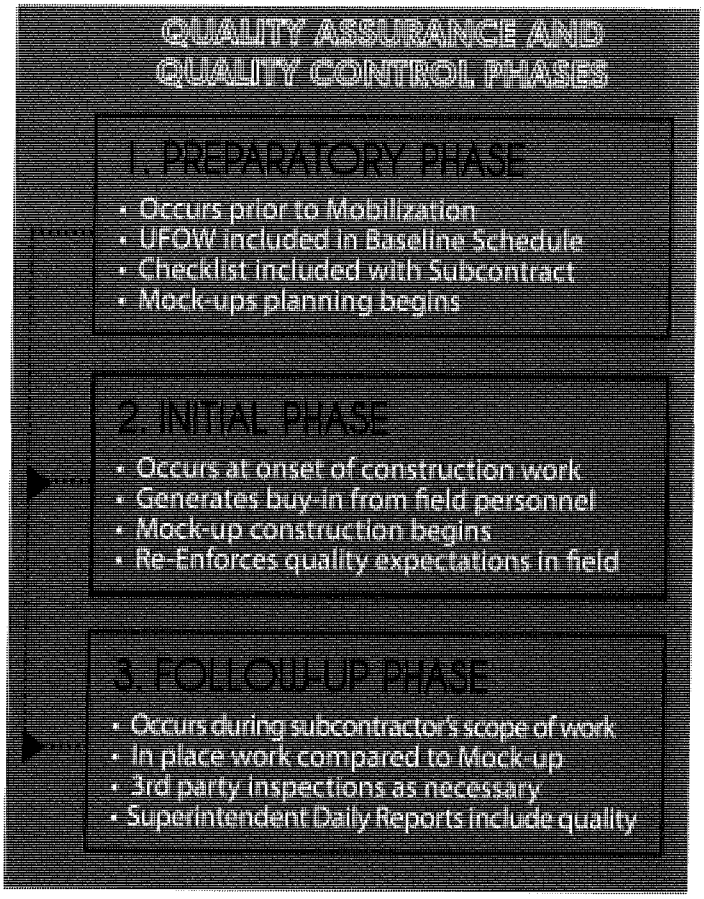
b. Include in the personnel / project matrix any specific staff experience in partnering, quality control, project scheduling, claims, dispute resolution, changes in the scope of work, construction safety, value engineering, and balancing workloads.

Partnering

We are dedicated to earning the trust of our clients through adherence to teamwork, our CORE values, and the mindset that, "The Client Decides." We truly believe that a project's success is measured by customer satisfaction. CORE maintains open communication with all of our clients and make ourselves available 24/7. In addition, our JOC department has access to more than 65 Superintendents to ensure our team is prepared to respond immediately to job orders.

Quality Control

To ensure quality is controlled on any project, CORE has adopted a three-phase quality control/assurance system (preparatory, initial, and follow-up), modeled after the US Army Corps of Engineers program, as our quality management process. Past experience working on active campuses during school hours throughout the year has prepared our team to understand the best construction practices to avoid costly issues and safety concerns.



Project Scheduling

Our team believes a project schedule should include a high level of detail, as illustrated below. CORE will work with the City of Peoria to create a Master Schedule that contains all the activities, relationships, and milestones that will allow us to drill-down and create other specific schedules that we will use as tools throughout the project. From the Master Schedule, we are able to derive a Milestone Schedule which helps to identify leading indicators of schedule slippage. *Please refer to Page 4 for additional informaiton on our scheduling procedures.*

Claims / Dispute Resolution

In the event of a contract dispute, our Team will address the issue immediately and make certain that all conflicts are eliminated. Our approach to every project and with every client, is to establish a means by which all stakeholders are up to speed, and in agreement with all actions being carried out. Our Team will foster an "Open Book" communications process with the City of Peoria and the pre-qualified Subcontractors involved in this project from the Project Pre-Planning through Construction and Completion of the Warranty Period, to eliminate any disagreements or disputes.

Construction Safety

Safety of non-construction personnel will remain the number one priority in CORE's approach to the City of Yuma's project. Life safety plans will be visibly posted throughout the project's site, indicating proposed escape routes and fire extinguisher locations. PreConstruction meetings will be conducted to identify potential fire safety hazards and fire department access routes throughout construction. Jobsite fencing and warning signs will be installed prior to the start of any construction activities. Daily inspections of temporary power and barricades will be conducted by CORE's on site project team.

All subcontractors and vendors providing goods and services on the project will be required to participate in a Mandatory PreConstruction Project Safety Meeting. A detailed presentation of the Project Master Safety Plan outlining the requirements for each individual subcontractor and supplier will be presented during the PreConstruction Project Safety Meeting and again on a monthly basis at the jobsite. All subcontractors and vendors are contractually required to indicate their written understanding of an agreement with the Project Master Safety Plan, prior to starting their construction activities. Subcontractors performing work on each project will be required to submit copies of their firms' Safety and HAZMAT programs, to be filed at the jobsite in CORE's office trailer.

SAFETY is the #1 priority on all of our projects!

Balancing Workload

CORE will be proactive and communicate with the City of Peoria to facilitate the planning process for every project. We will work with the City to create a schedule which includes permitting and long-lead items, so the team is aware of the most appropriate time to complete these job orders. CORE has the manpower and resources to complete multiple projects at the same time. In fact, our Job Order Contracting branch is accustomed to responding to a number of job orders received at the same time. Emerson Ward, our Project Director and primary contact for the City and will be available at all times. Internally, Emerson holds regular meetings to review each job, monitor progress and follow-up with the owner. Our JOC success serves as proof that CORE has the manpower, skills and resources to manage multiple projects simultaneously.

Changes in Scope of Work / Value Engineering

CORE has created and implemented a trademarked program called Operational Excellence™. This program contains specific metrics for tracking, managing, and maintaining exceptional (1) safety, (2) quality, (3) schedule, (4) cost control, (5) qualified subcontractors, and (6) client relationships throughout the construction duration of each project. Each of these six factors has an associated goal and the execution of this program ensures that these goals are met. On a weekly basis, the project team reviews each factor providing feedback to the Project Manager for potential improvement. Utilization of the Operational Excellence™ program ensures effective construction administration and management on your project.

OPERATIONAL **excellence**

THE CORE STANDARD

Our Business is the business of building - and the tracking of results in our business can be assessed under **six main factors** and their respective **goals**.

1. **SAFETY**
ZERO INCIDENTS, ZERO ACCIDENTS.

2. **QUALITY**
BUILT TO PLANS AND SPECS TO A QUALITY THAT EXCEEDS CLIENT'S EXPECTATIONS. NO RE-WORK.

3. **SCHEDULE**
BUILT ON AHEAD OF SCHEDULE.

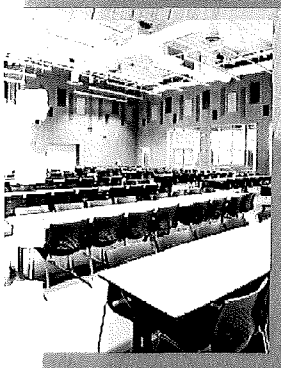
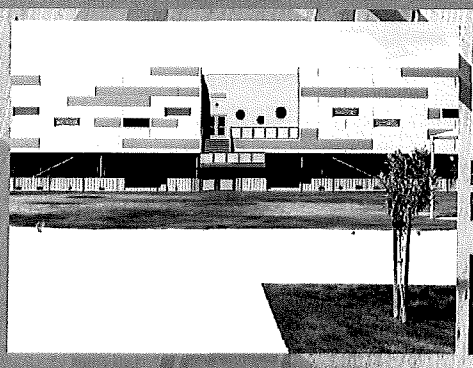
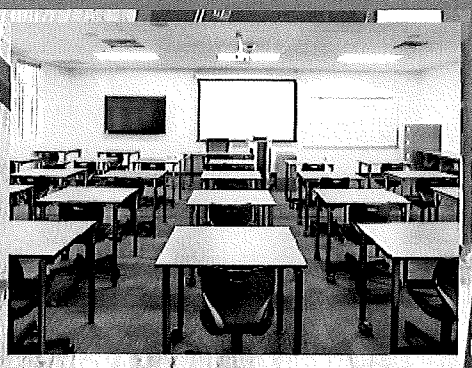
4. **COST**
PROJECT COMPLETE WITHIN BUDGET. NO CHANGE ORDERS

5. **SUBCONTRACTORS**
BUILT BY QUALIFIED SUBCONTRACTORS WHO CARE ABOUT OPERATIONAL EXCELLENCE AS MUCH AS WE DO.

6. **CLIENTS**
THE CLIENT WOULD HIRE US BACK AGAIN.

CORE COMPLETES JOB ORDERS WITHIN LIMITED TIME FRAMES!

One of the biggest advantages of working with CORE's JOC Team is that we are 100% dedicated to JOC services, so we are nimble enough to respond to the City of Peoria's need immediately.


- Subcontractor Selection Plan (1 page)

CORE recruits subcontractor's as early as possible. During the PreConstruction phase of a project, CORE will often host a subcontractor fair to encourage early subcontractor involvement. Invitations and notices about the fair are sent to newspapers and other publications ensuring that the subcontracting community is well informed. We will also consult with the City to invite subcontractors that have been used by the City in the past, either on our projects or on other projects. Multiple fairs are often hosted for one project to serve the various phases of the preconstruction process; initial start-up, schematic documents, design documents, and construction documents. In doing so, CORE is able to maximize subcontractor recruitment throughout the entire PreConstruction phase of the project. CORE Construction, Inc. also understands the importance of keeping tax dollars local and using qualified subcontractors. Please see our Subcontractor Selection Plan pursuant to ARS 34-603, outlined below.

CORE'S SUBCONTRACTOR SELECTION PLAN

Selection of sub-contractors using both qualifications and cost as a selection approach. CORE has created a process where subcontractor selection is based on both qualifications and cost, depicted right. This process enables us to obtain "Apples to Apples" competition on scope cost from pre-qualified professionals. The ultimate result is the City benefiting from a Best Value subcontractor that is highly qualified, understands the project, and delivers financial value.

Sub-Contractor Recruitment. CORE recruits subcontractor's as early as possible. During the PreConstruction phase, CORE will often host a subcontractor fair to encourage early subcontractor involvement. Invitations and notices about the fair are sent to newspapers and other publications ensuring that the subcontracting community is well informed. We will also consult with the City to invite subcontractors that have been used by the City in the past. Multiple fairs are often hosted for one project to serve the various phases of the preconstruction process; initial start-up, schematic documents, design documents, and construction documents. In doing so, CORE is able to maximize subcontractor recruitment throughout the entire PreConstruction phase of the project.

Controversies and claims related to work performed by sub-contractors. CORE makes every effort to proactively manage the relationships we have with each of our subcontractors. We pride ourselves on open communication with all subcontractors to mitigate any issues that may arise. Our pre-qualification process ensures that our subcontractors are able to perform to our quality and schedule standards. CORE has effectively pre-qualified subcontractors on past projects and we know who the companies are qualified to complete your project. Our subcontracts ensure that the subcontractor understands the full extent of the contract documents, their scope of work, and additional project requirements as outlined in the solicitation. Clearly written subcontracts are the most effective tool for avoiding conflicts later in the project cycle.

Use Pre-Qualified Sub-Contractors

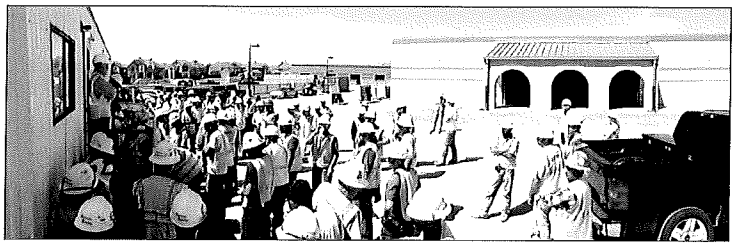
- Solicit recommendations from the owner
- Solicit recommendations from the Design Team
- Utilize CORE's database of Subcontractors
- Thoroughly review subcontractor qualifications

Understanding of Scope & Assembly of Pricing

- Receive bids from 3-5 subcontractors for each scope of work.
- Subcontractors evaluated for completeness of scope.
- Identify the lowest responsible bid.

Review of Scope & Pricing with Subcontractors

- Face to face meeting with the lowest responsible bidder.
- Conduct an in-depth scope review.
- Allow subcontractor to fix any "scope holes."
- Select subcontractor as a team (Owner, Architect, CORE)

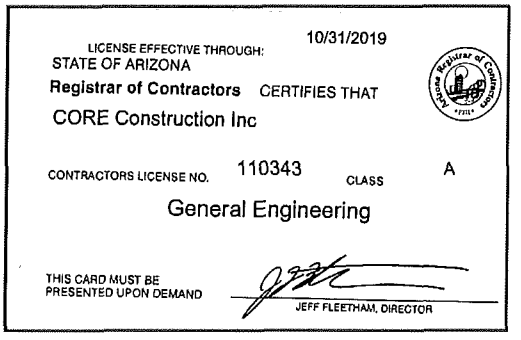




- Scanned Copies of the Arizona Registrar of Contractors



LICENSE EFFECTIVE THROUGH: 10/31/2019
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
CORE Construction Inc
CONTRACTORS LICENSE NO. 69786 CLASS B-1
General Commercial Contractor
THIS CARD MUST BE PRESENTED UPON DEMAND
JEFF FLEETHAM, DIRECTOR



LICENSE EFFECTIVE THROUGH: 10/31/2019
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
CORE Construction Inc
CONTRACTORS LICENSE NO. 110343 CLASS A
General Engineering
THIS CARD MUST BE PRESENTED UPON DEMAND
JEFF FLEETHAM, DIRECTOR

- **Statement of bonding capacity from an A- or better Surety Company, including the maximum amount for a single project and aggregate project amount.**

Please refer to the following page for a statement of bonding capacity from our A- or better Surety Company that includes the maximum amount for a single project and aggregate project amount.

- **Provide a statement identifying any contract or subcontract held by the Contractor or officers of the company, which has been termninated within the last five (5) years.**

Not Applicable.

- **Identify any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years. Briefly descirbe the circumstances and outcomes.**

Not Applicable

- Statement of Bonding Capacity

TRAVELERS

Lynn Cracraft
Account Executive Officer
Travelers Bond
940 West Port Plaza
Suite 270
Maryland Heights, MO 63146
(314) 579-8313

January 24, 2019

City of Peoria
c|o Ms. Teresa Andersen, Contract Officer
Materials Management / Procurement
9875 North 85th Avenue, 2nd Floor
Peoria, AZ 85345

Re: **Job Order Contracting for General Construction Services**
Solicitation No. P19-0034

Dear Ms. Andersen and Members of the Selection Committee,

CORE Construction has advised Travelers Casualty and Surety Company of America, as their surety, of their desire to perform construction services for your captioned project. We have enjoyed a relationship with CORE Construction for 40 years and in that time we have provided any bid, performance and payment bonds that they have required. We have bonded significant individual projects for CORE Construction and they are certainly qualified to perform contracts such as yours, as they have bonding capacity of $200 million per single project and $1.25 billion in the aggregate. CORE currently has over $300 million in available capacity. This is not to be construed to be a maximum, but rather working parameters. CORE Construction has always met their contractual obligations and we believe there is not a higher quality firm you could choose to work with.

Should CORE Construction be awarded a contract on this or any of your projects and be required to provide performance and payment bonds for same, and should contractor so request, we would be in position to provide such bonds, subject to a favorable review of the final bond forms, contract documents and specifications and usual underwriting requirements at the time.

In addition, Travelers is licensed to do business in all states and we have an A.M. Best Co. rating of A++ with a financial size category of XV.

Sincerely,

Travelers Casualty and Surety Company of America

Lynn Cracraft
Account Executive Officer

ATTACHMENT C

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

(See Attached)

City of Peoria
JOC Pricing Matrix

P19-0034, JOC for General Building Construction

Company Name:

Indirect Cost of the Work	**$1.00 to $50,000**	**$50,001 to $250,000**	**$250,001 to $500,000**	**$500,001 to $1,000,000**	**$1,000,001 to $2,000,000**	**$2,000,001 to $3,000,000**
Job Order Contractor's Fee *(Professional Svcs)*	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Job Order Contractor's Fee *(Construction)*	10.00%	8.00%	7.00%	6.00%	5.00%	5.00%
Payment & Performance Bonds	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
Insurance:						
General Liability	0.85%	0.85%	0.85%	0.85%	0.85%	0.85%
Builder's Risk	$100	$100	$100	$100	$250	5% per $100
AZ/County/City Taxes (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
(Assumes work performed in the City of Peoria)						
Total Indirect Cost % *(Excl. Professional Svcs)*	**16.82%**	**14.82%**	**13.82%**	**12.82%**	**11.82%**	**11.82%**
Total Indirect Cost % *(Incl. Professional Svcs)*	**19.82%**	**17.82%**	**16.82%**	**15.82%**	**14.82%**	**14.82%**
Labor Burden Multiplier (Percentage) *(on employee's base hourly wage rate)*	1.55	1.55	1.55	1.55	1.55	1.55

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: CORE Construction, Inc.

Contract Type	JOC for General Building Construction	City Project/CIP No.:	
Job Order No.	P19-0034	Contractor's Job No.:	
City Project Mgr:		Prepared by:	
Fee Type:	*Specify Lump Sum Fixed Price or GMP*	Date:	
Job Title:		Revision:	
Location:		Tax Method	

Brief Description of Work to be Performed (attach detailed scope of work, clarifications, assumptions, etc.)

SECTION A: PROFESSIONAL SERVICES (work performed lump sum and/or hourly)

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
JOC Contractor Name	Preconstruction Services (Lump Sum)	$ -
JOC Contractor Name	Preconstruction Services (Reimbursable Expenses)	$ -
Design Professional Name	Architectural & Engineering Serices (Lump Sum)	$ -
Design Professional Name	Architectural & Engineering Serices (Reimbursable Expenses)	$ -
	Total Professional Svcs Cost (A1)	$ -

Position	Unit	Quantity	Professional Services Hourly Rate* Each	Professional Services Hourly Rate* Total	Position Total
Construction Principal	Hours	0.00	$ 140.00	$ -	$ -
JOC Program Coordinator	Hours	0.00	$ 124.00	$ -	$ -
Project Manager 1 (Senior Experience Level)	Hours	0.00	$ 110.00	$ -	$ -
Project Manager 2 (Junior Experience Level)	Hours	0.00	$ 84.00	$ -	$ -
Superintendent 1 (Senior Experience Level)	Hours	0.00	$ 110.00	$ -	$ -
Superintendent 2 (Junior Experience Level)	Hours	0.00	$ 84.00	$ -	$ -
Estimator 1 (Senior Experience Level)	Hours	0.00	$ 110.00	$ -	$ -
Estimator 2 (Junior Experience Level)	Hours	0.00	$ 84.00	$ -	$ -
Estimating Coordinator	Hours	0.00	$ 70.00	$ -	$ -
			Total Professional Svcs Cost (A2)		$ -

** includes overhead and labor burden*

SECTION B: LABOR (inclusive of burden)

Position	Unit	Quantity	Labor Cost Each	Labor Cost Total	Position Total
Construction Principal	Hours	0.00	$ 125.00	$ -	$ -
JOC Program Coordinator*	Hours	0.00	$ 113.00	$ -	$ -
Project Manager 1 (Senior Experience Level)*	Hours	0.00	$ 99.00	$ -	$ -
Project Manager 2 (Junior Experience Level)*	Hours	0.00	$ 73.00	$ -	$ -
Superintendent 1 (Senior Experience Level)*	Hours	0.00	$ 99.00	$ -	$ -
Superintendent 2 (Junior Experience Level)*	Hours	0.00	$ 73.00	$ -	$ -
Assist. Project Manager*	Hours	0.00	$ 60.00	$ -	$ -
General Superintendent*	Hours	0.00	$ 117.00	$ -	$ -
Safety Manager	Hours	0.00	$ 71.00	$ -	$ -
Project Coordinator	Hours	0.00	$ 59.00	$ -	$ -
Laborer	Hours	0.00	$ 45.00	$ -	$ -
*Note - * indicates position is eligible for Construction Vehicle or Allowance*			Total Labor Cost		$ -

SECTION C: EQUIPMENT (supporting information attached)

Item	Unit	Quantity	Equipment Each	Equipment Total	Item Total
Construction Vehicle w/ Fuel (Light Duty)	Week	0.0	$ 400.00	$ -	$ -
Construction Vehicle w/ Fuel (Employee Allowance)	Week	0.0	$ 400.00	$ -	$ -
Employee Voice / Data Package (Phone / Data Card)	Week	0.0	$ 40.00	$ -	$ -
Firm Owned Water Truck w/out driver	Week	0.0	$ 1,950.00	$ -	$ -
			Total Equipment Cost		$ -

SECTION D: MATERIALS (including non-labor General Conditions / Requirements)

Item	Unit	Quantity	Material Each	Material Total	Item Total
Material 1	day	0.0	$ -	$ -	$ -
Material 2	box	0.0	$ -	$ -	$ -
Material 3	roll	0.0	$ -	$ -	$ -
Material 4	ton	0.0	$ -	$ -	$ -
Material 5	yard	0.0	$ -	$ -	$ -
Material 6	Ea	0.0	$ -	$ -	$ -
Material 7	Ea	0.0	$ -	$ -	$ -
Material 8	ls	0.0	$ -	$ -	$ -
Material 9	mo.	0.0	$ -	$ -	$ -
Material 10	wk.	0.0	$ -	$ -	$ -
				Total Materials Cost	$ -

SECTION E: SUBCONTRACTORS (including JOC Contractor self-performing as a subcontractor)

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
Subcontractor Name1	Grading	$ -
Subcontractor Name2	Underground Utilities	$ -
Subcontractor Name3	Survey	$ -
Subcontractor Name4	Special Inspections	$ -
Subcontractor Name5	Electrical	$ -
Subcontractor Name6		$ -
Subcontractor Name7		$ -
Subcontractor Name8		$ -
Subcontractor Name9		$ -
Subcontractor Name10		$ -
		$ -
	Total Subcontractor Cost	$ -

SECTION F: ALLOWANCES & CONTINGENCIES

Company	Description of Allowances & Contingencies	Item Total
CORE Construction, Inc.	Allowance A Description	$ -
CORE Construction, Inc.	Allowance B Description	$ -
	Permits	$ -
	Materials Testing	$ -
	Builder's Risk Insurance Premium	$ -
	Professional Liability Insurance Premium (when applies)	$ -
CORE Construction, Inc.	Contractor's Construction Contingency	$ -
		$ -
City of Peoria	Owner's Construction Contingency	$ -
		$ -
		$ -
	Total Allowances & Contingencies Cost	$ -

	% (from Matrix)	($)
Subtotal Professional Services (A1+A2)		$ -
JOC Contractor's Fee (Professional Services)		$ -
Sales Tax	5.265%	$ -
Total Professional Services:		**$ -**
Subtotal Construction (B+C+D+E+F):		$ -
General Liability Insurance		$ -
Bond		$ -
JOC Contractor's Fee (Construction)		$ -
Sales Tax	5.265%	$ -
Total Construction :		**$ -**
TOTAL JOB ORDER COST:		**$ -**

Submitted by:

Name, Title

Date

REV: 5/10/19 EW (CORE)

ATTACHMENT D

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

(See Attached)

April 10, 2019

CONTACT LIST WITH JOB TITLES

JOC Program Coordinator / Project Director

- Emerson Ward, emersonward@coreconstruction.com, (602) 980-1774
- Joe Roeschley, josephroeschley@coreconstruction.com, (602) 918-1205
- Brian Hamm, brianhamm@coreconstruction.com, (480) 404-5550

Estimator / Precon Manager (Advanced)

- Leroy Trujillo, leroytrujillo@coreconstruction.com, (623) 640-2017

Estimator / Precon Manager (Junior)

- Jeff Smith, jeffsmith@coreconstruction.com, (480) 273-7551
- Dan Nelson, danielnelson@coreconstruction.com, (480) 440-3511

Project Manager (Advanced)

- Marc Thompson, marcthompson@coreconstruction.com, (602) 980-3686
- Scott Reymore, scottreymore@coreconstruction.com, (602) 290-6273
- Mike Stecyk, mikestecyk@coreconstruction.com, (602) 319-9835
- Ricardo Jimenez, ricardojimenez@coreconstruction.com, (602) 918-0085

Project Manager (Junior)

- Ethan Roy, ethanroy@coreconstruction.com, (602) 541-0499
- JD Jordan, jamesjordan@coreconstruction.com, (602) 501-6484
- Diana Robles, dianarobles@coreconstruction.com, (480) 341-1529
- Jonathan Goble, jonathangoble@coreconstruction.com, (480) 268-6570

Project Superintendent (Advanced)

- Todd Doan, todddoan@coreconstruction.com, (602) 531-7663
- Alan Arvizu, alanarvizu@coreconstruction.com, (480) 684-0027
- Larry Mitchell larrymitchell@coreconstruction.com, (602) 695-3190
- Allen Anderson, allenanderson@coreconstruction.com, (602) 377-5385
- Mike Fimbrez, mikefimbrez@coreconstruction.com, (602) 908-8233
- Mark Manos, markmanos@coreconstruction.com, (602) 908-2535

Project Superintendent (Junior)

- Chris Carbone, chriscarbone@coreconstruction.com, (480) 665-8648
- Anwar Albandak, anwaralbandak@coreconstruction.com, (480) 431-0795
- Ryan Jewell, ryanjewell@coreconstruction.com, (480) 521-1989
- Kevin Bell, kevinbell@coreconstruction.com, (602) 989-1065
- James Eakins, jameseakins@coreconstruction.com, (602) 376-0753

General Superintendent

- Bobby Shipley, bobbyshipley@coreconstruction.com, (480) 263-1103
- Ted Sarager, tedsarager@coreconstruction.com, (602) 980-1259
- Matt Buckhannon, mattbuckhannon@coreconstruction.com, (602) 918-0990

April 10, 2019

AUTHORIZED SIGNATURE FORM

Individual Job Orders, Change Orders, and Time Extension

- Emerson Ward, Project Director (JOC Program Manager)
- Gary Wenk, Operations Director
- Todd Steffen, President of CORE Construction, Inc.
- Dennis L. Barber, COO
- James K. Jacobs, CEO

Claims, Notice To Proceed, Bonds, Payroll, the Contract itself and any Amendments to it

- Gary Wenk, Operations Director
- Todd Steffen, President of CORE Construction, Inc.
- Dennis L. Barber, COO
- James K. Jacobs, CEO

JOB ORDER CONTRACTING
MASTER AGREEMENT

THIS AGREEMENT, entered into and made effective the 18th day of May, 2018 by and between 1Government Procurement Alliance (1GPA), Paradise Valley Unified School District, and CORE Construction, Inc., a Corporation with offices at 3036 East Greenway Road, Phoenix, AZ 85032 (hereinafter referred to as Contractor).

WITNESSETH:

THAT IN CONSIDERATION of the mutual promises and covenants hereinafter contained in this Agreement by these presents do agree, as follows:

ARTICLE 1

DEFINITIONS

A. The term "Owner" means the Paradise Valley Unified School District, and any 1GPA Member utilizing this agreement, or his duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Duties include administration of the Contract, including the negotiation of change orders and modifications and assessing 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. All references to the District mean the Paradise Valley Unified School District or any 1GPA Member utilizing this agreement.

B. The term "Contractor" means Contractor's senior manager or his duly authorized representative, which means any person specifically authorized to act for Contractor by executing the Contract, and any modifications thereto. Duties include administration of the Contract, including performance of the Work.

C. The term "Contract" as used herein means this Master Agreement, original Request for Qualifications and all proposals submitted by awarded firm, including its attachments and any Job Orders that may be issued.

D. The term "Subcontract" as used herein means any agreement including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

ARTICLE 2

WORK TO BE PERFORMED

A. In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, 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 (hereinafter called "the 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"

Master Agreement Pricing Coefficients, Attachment "B" Master Agreement Open Book Pricing, and in Attachment "C" Scope of Services of which are incorporated herein and made a part hereof.

B. This Master Agreement embodies agreement of Owner and 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 Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order.

ARTICLE 3

WORK AUTHORIZATIONS

A. Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in Attachment "C", Scope of Services, and will set forth, with the necessary particularity, the following:

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

B. Job Orders may be amended by Owner in the same manner as they are issued.

ARTICLE 4

SPECIFICATIONS AND DRAWINGS

A. Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Owner access thereto. 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 difference 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 Contractor without such a determination shall be at his own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

B. 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.

C. 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".

D. Shop drawings means drawings submitted to Owner by Contractor showing in detail:

1. The proposed fabrication and assembly of major electrical elements and,

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

3. The construction and detailing of elements of the work.

It includes sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work required. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

E. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Contractor's approval may be returned for resubmission. Owner will indicate his 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 Contractor's risk. Approval by Owner shall not relieve Contractor from responsibility for any errors or omissions in such drawings, or from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with paragraph F below.

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

G. 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 Contractor.

H. 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 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.

I. Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large-scale drawings shall govern small-scale drawings. Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors, which might have been avoided thereby.

ARTICLE 5

USE OF SPECIFICATIONS, DRAWINGS AND NOTES

All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the Contract and all pictures, 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 Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses in any manner whatsoever.

ARTICLE 6

PERMITS AND RESPONSIBILITIES

Contractor shall be responsible for processing of drawings for approval by the civil authorities and 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 Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work, which may have been accepted in writing under the Contract.

ARTICLE 7

MATERIAL AND WORKMANSHIP

A. 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. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner, with written approval, is equal to that named in the specifications, unless otherwise specifically provided in the Contract.

B. Contractor shall obtain Owner's approval of the machinery and other equipment to be incorporated into the Work. When requesting approval, 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 machinery and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's approval of the material or articles, which Contractor contemplates incorporating into the Work. When requesting approval, Contractor shall provide full information concerning the material or articles.

When directed to do so, 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.

C. All work under the Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 8

TESTING OF MATERIALS

Contractor shall be responsible for any required testing of materials prior to Job at the site of the Work. Owner will retain or reimburse Contractor for use of an independent testing laboratory to perform site testing of materials. Contractor shall be required to use the firm of R.A.M. for any geotechnical testing services in accordance with the unit pricing established under the District's term contract for these services as long as this contract remains in effect.

ARTICLE 9

LAYOUT OF WORK

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

ARTICLE 10

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the Work, and that he has investigated and satisfied himself as to the local conditions which can affect the Work or its cost, including but not limited to:

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

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

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

4. The conformation and conditions of the ground;

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

6. Owner's hours and days of operation.

B. Contractor also acknowledges that he has satisfied himself 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 the Contract.

ARTICLE 11

DIFFERING SITE CONDITIONS

A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

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

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.

B. 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 Contractor's cost of, or the time required for, performing any part of the Work, whether or not changes as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

C. No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed, unless Contractor has given the written notice required.

D. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under this Job Order.

ARTICLE 12

CONTRACT TERM

The term of the Contract shall commence on the date executed by both parties and shall continue until terminated unless revised in accordance with the terms and conditions of the Contract. Initial term will be for a guaranteed minimum term of twelve (12) months, with - 4 one-year renewals.

ARTICLE 13

COMPENSATION

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

ARTICLE 14

INVOICING AND PAYMENTS

A. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates approved by Owner. 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 preparation of estimates of work accomplished, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes

satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

B. 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:

1. Relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

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

C. Owner shall pay the amount due Contractor under the Contract within thirty (30) days, after:

1. Completion and acceptance of the Work;

2. Presentation of a properly executed invoice; and

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

D. Contractor shall submit invoices to an address specified by the Owner.

ARTICLE 15

CONSTRUCTION SCHEDULE

A. If requested, within seven days of the Notice to Proceed for each Job Order, Contractor will prepare and submit to Owner for approval a practicable schedule showing the order in which Contractor proposes to perform the Work, and the dates on which 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 chart must contain as a minimum:

1. A list of the different types of work activities or work elements.

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

3. Show proposed start and complete dates or time frames for each work activity or work element.

4. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.

If Contractor fails to submit a schedule within the time prescribed, Owner may withhold approval of progress payments until Contractor submits the required schedule.

B. Contractor shall submit a progress report every 30 days, or as directed by Owner, and upon doing so shall immediately deliver the annotated schedule to Owner. If Contractor falls behind the approved schedule, Contractor shall take steps necessary to improve its progress, including those that may be required by Owner, without additional cost to Owner. In this circumstance, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, 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.

C. Emergency Work: 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.

D. Failure of Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that 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 Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Master Agreement.

ARTICLE 16

SUPERINTENDENCE BY CONTRACTOR

At all times during performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign and have on the work site a competent superintendent who is satisfactory to Owner and has authority to act for Contractor.

ARTICLE 17

INSPECTION OF CONSTRUCTION

A. Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. 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 at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

B. Owner inspections and tests are for the sole benefit of Owner and do not:

1. Relieve Contractor of responsibility for providing adequate quality control measures;

2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;

3. Constitute or imply acceptance; or

4. Affect the continuing rights of Owner after acceptance of the complete work under paragraph H below.

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

D. 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 Contractor any additional cost of inspection or test when work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes reinspection 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.

E. 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. Contractor shall promptly segregate and remove rejected material from the premises.

F. If Contractor does not promptly replace or correct rejected work, Owner may:

1. By contract or otherwise, replace or correct the work and charge the cost to Contractor or

2. Terminate for default Contractor's right to proceed.

G. If, before acceptance of the entire Work, Owner decides to examine already completed work by removing it or tearing it out, 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 Contractor or its subcontractors, Contractor shall defray 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 performance time.

H. 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 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.

ARTICLE 18

OPERATIONS AND STORAGE AREAS

A. Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by Contractor only with the approval of Owner and shall be built with labor and materials furnished by Contractor without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon the completion of the Work. With the written consent of Owner, the buildings and utilities may be abandoned and need not be removed.

C. Contractor shall, under regulations prescribed by Owner, use only established roadways or temporary roadways constructed by Contractor when and as authorized by Owner. Contractor shall comply with all Federal, state and local laws and regulations when transporting materials.

ARTICLE 19

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS

A. Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under the Job Order. Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during the Work performance, or by the careless operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

B. Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.

ARTICLE 20

CLEANING UP AND REFUSE DISPOSAL

Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the work area in a clean and orderly condition satisfactory to Owner. Final cleanup of the premises shall be included in the Period of Performance of the Job Order. Contractor shall be responsible for all construction refuse disposal containers and removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

ARTICLE 21

WARRANTY OF CONSTRUCTION

A. In addition to any other warranties in any Job Orders, Contractor warrants, except as provided in paragraph J of this Article, 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 Contractor or any of his subcontractors or suppliers at any tier.

B. This warranty shall continue for a period of two (2) years from the date of final acceptance of the Work. If Owner takes possession of any part of the Work, in writing, before final acceptance, this warranty shall continue for a period of two (2) years from the date possession is taken.

C. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at Contractor's expense any damage to Owner-owned or controlled real or personal property, when that damage is the result of:

1. Contractor's failure to conform to requirements; or

2. Any defect of equipment, material, workmanship, or design furnished.

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

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

F. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.

G. 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 Master Agreement, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;

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

3. Enforce all warranties for the benefit of Owner;

H. In the event Contractor's warranty under paragraph B of this Article has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.

I. Unless a defect is caused by the negligence of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.

J. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except to the extent of Contractor's work. Contractor does not assume responsibility for pre-existing work or facilities that may be connected to or interface with the Work.

K. This warranty shall not limit Owner's rights under the Inspection of Construction Article of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 22

CHANGES

A. 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:

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

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

3. Directing acceleration in the performance of the Work.

B. Any other written order from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

C. Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

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

E. Contractor must submit any proposal under this Article within ten (10) calendar days after:

1. Receipt of a written change order under Paragraph A above or;

2. The furnishing of a written notice under Paragraph B above,

By submitting to Owner a written statement describing the 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 Paragraph B above.

F. No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment for a Job Order.

ARTICLE 23

PRICING CHANGES

A. Contractor, in connection with any proposal he makes for a Job Order change shall furnish a price breakdown itemized as required by Owner. Pricing for such changes shall be based on quantities mutually agreed to by Contractor and Owner and the pricing method approved for that Job Order.

B. Justification shall be furnished for any proposed extension in the period of performance. The proposal, together with the price breakdown and period of performance extension justification, shall be furnished by the date specified by Owner.

ARTICLE 24

SUSPENSION OF WORK

A. Owner may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that Owner determines appropriate for the convenience of Owner.

B. If the performance of all or any part of the Work is, for an unreasonable period of time, 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 (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the unreasonable suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

C. A claim under this Article shall not be allowed for any costs incurred more than 30 calendar days before 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.

ARTICLE 25

DISPUTES

Any dispute concerning a question of fact arising under the Contract or a Job Order which is not disposed of by agreement will be decided by Owner, who will communicate his decision to writing and furnish a copy thereof to Contractor. Appeals from decisions of the Owner shall be resolved pursuant to the Arizona Administrative Code, Article 10, School District Procurement, Section R7-2-1155, extent required by A.R.S., section 12-1518, except as may be required by other applicable statutes.

ARTICLE 26

TERMINATION FOR CONVENIENCE OF OWNER

A. Owner may terminate performance of work under the 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 Contractor a Notice of Termination specifying the extent of termination and the effective date.

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

1. Stop work as specified in the notice;

2. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete the continued portion of the Work;

3. Assign to Owner, as directed by Owner, all right, title, and interest of 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 Article;

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

   a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and

   b. 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;

5. Complete performance of the Work not terminated;

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 Contractor and in which Owner has or may acquire an interest;

7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph B4 above; provided, however, that 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.

C. After termination, Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by Owner upon written request by Contractor within this one-year period. However, if Owner determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension.

D. Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. The Contract shall be amended, and Contractor paid the agreed amount. Paragraph E below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

E. If Contractor and Owner fail to agree on the whole amount to be paid Contractor because of the termination of work, Owner shall pay Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph D above:

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

   a. The cost of this Work;

   b. 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 subdivision (a) above; and

c. A markup, including overhead and profit, on (a) above as is determined for pricing changes.

2. The reasonable costs of settlement of the work terminated, including:

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

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

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

F. 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 Contractor under Paragraph E 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.

G. In arriving at the amount due Contractor under this Article, there shall be deducted:

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

2. Any claim which Owner has against Contractor under the Contract; and

3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Contractor or sold under the provisions of this Article and not recovered by or credited to Owner.

H. If the termination is partial, Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of the Job Order. Any proposal by Contractor for an equitable adjustment under this Article 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 Contractor of the terminated portion of the Job Order, if Owner believes the total of these payments will not exceed the amount to which Contractor will be entitled.

I. If the total payments exceed the amount finally determined to be due, Contractor shall repay the excess to Owner upon demand.

J. Unless otherwise provided in this Contract or by statute, 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 Contractor's costs and expenses under this Contract. Contractor shall make these records and documents available to Owner, at Contractor's office, at all reasonable times, without any direct charge. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

K. Contractor shall have the right of appeal, under the Disputes Article, from any determination made by Owner under Paragraph C, E, or I, except that if Contractor failed to submit the termination settlement proposal within the time provided in Paragraph E or I, and failed to request a time extension, there is no right of appeal. If Owner has made a determination of the amount due under Paragraph C, E, or I, Owner shall pay Contractor the amount determined by Owner if there is no right of appeal or if no timely appeal has been taken, or the amount finally determined on an appeal.

ARTICLE 27

DEFAULT

A. If 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, after thirty (30) days Owner may, by written notice to Contractor, terminate the right to proceed with the Work (or separable part of the Work) that has been delayed. 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 work site necessary for completing the Work.

B. Contractor's right to proceed shall not be terminated under this Article, if:

1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

   a. acts of God or of the public enemy,

   b. acts of Owner in its contractual capacity,

   c. acts of another contractor in the performance of a contract with Owner,

   d. fires,

   e. floods,

   f. epidemics,

   g. quarantine restrictions,

   h. strikes,

   i. freight embargoes,

   j. 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 job area for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or

   k. delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the subcontractors or suppliers; and

2. 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 under the Disputes Article.

C. If, after termination of Contractor's right to proceed, it is determined that 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.

D. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 28

SAFETY

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

B. 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.

C. Contractor shall provide his employees safety training to include special training prior to working with hazardous materials or operations.

D. Contractor shall provide warning signs, barricades and verbal warnings as required.

E. Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.

F. Contractor shall promptly notify Owner of any accident involving personnel or damage to material and equipment. Copies of the "First Report of Injury (E-1 form)" and accident investigation reports of accidents as required, shall be provided to Owner.

G. Contractor shall maintain a set of OSHA articles at the Jobsite as they apply to the work being performed. Copies shall be provided to Owner when requested.

H. Contractor shall submit to Owner a copy of their firm's 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 Contractor within fourteen (14) calendar days after issuance of the initial Job Order.

I. 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 Contractor along with their safety policies and program procedures.

J. Contractor shall provide and maintain on the Jobsite, at all times, a completely stocked first aid kit, which contains all standard emergency medical supplies.

K. Contractor shall make available for its employees and those of its subcontractors, while they are performing work on the Jobsite, emergency medical treatment either at the Jobsite or at a nearby medical facility.

L. Owner reserves the right to approve prior to commencing work and monitor 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 just cause for the complete termination of the Job Order in accordance with Article 27 entitled Default.

ARTICLE 29

USE AND POSSESSION PRIOR TO COMPLETION

A. 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 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 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.

B. While Owner has such possession or use, 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 the Article in this Contract entitled "Permits and Responsibilities." If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor, an equitable adjustment shall be made in the Job Order price or the time of completion, and the Job Order shall be modified in writing accordingly.

ARTICLE 30

OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the site of work under this Contract. Contractor shall fully cooperate with the other contractors and with 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. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

ARTICLE 31

DISSEMINATION OF CONTRACT INFORMATION

Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to performance of the Contract, without prior consent of Owner.

ARTICLE 32

PERFORMANCE AND PAYMENT BONDS

For all Job Orders over the bid threshold or required by Owner, Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work. Bonds will be submitted on a per job basis. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after award of the Contract. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner.

ARTICLE 33

INSURANCE

A. Contractor shall purchase and maintain in effect during the entire period of this contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims, which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

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.

   EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:

$1,000,000	Each Accident
$1,000,000	Each Employee for Disease
$1,000,000	Policy Limit for Disease

2. 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
$2,000,000	Each Occurrence

3. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

$1,000,000	Each Person for Bodily Injury
$1,000,000	Each Accident for Bodily Injury
$1,000,000	Each Occurrence for Property Damage

B. The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name Owner as Additional Insured as respects Contractor's operations in performance of this contract. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide the following:

1. Thirty-days written notice of cancellation or non-renewal to Owner at the address designated elsewhere in the contract for Notices.

2. Waiver of subrogation in favor of Owner.

D. 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 that the amount required above.

E. 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 notice of award of Contract. 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).

F. Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability, as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

ARTICLE 34

INDEMNIFICATION

To the extent permitted by A.R.S. § 41-621 and § 35-154, the District shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this contract. Each party to this contract is responsible for its own negligence.

ARTICLE 35

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:

1. Contract Modifications, if any;
2. The Contract Articles including Attachments;
3. Job Orders;
4. Drawings; and
5. Specifications.

ARTICLE 36

NOTICES

All notices to either party by the other shall be delivered personally or sent by U. S. registered or certified mail, postage prepaid, to the addresses set forth to such other addresses as the parties may hereafter designate by written notice. And shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein.

ARTICLE 37

SEVERABILITY

If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

ARTICLE 38

WAIVERS

A. Neither Owner's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and Contractor shall be and remain liable to Owner in accordance with applicable law and the terms of this Contract for all damages to Owner caused by Contractor's negligent act, error or omission in the performance of any of the Services furnished under this Contract.

B. The waiver by Owner of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 39

MERGER

This Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposals, negotiations, representations, and implied obligations. The obligations, liabilities and remedies set forth herein are exclusive and shall operate as limitations on any action brought in connection with the Services, including an action in tort.

ARTICLE 40

NON-AVAILABILTY OF FUNDS

Every payment obligation of the District under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the District at the end of the period for which funds are available. No liability shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

ARTICLE 41

AUDIT OF RECORDS

Pursuant to A.R.S §§35-214-AND 35-215, the contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

ARTICLE 42

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

ARTICLE 43

COMPLIANCE WITH FEDERAL AND STATE REQUIREMENTS

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Contractor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

ARTICLE 44

THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the State any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

ARTICLE 45

BUY AMERICAN

Contractor agrees to comply with the Buy American Provision as it applies to construction projects that use funds appropriated by the American Recovery Reinvestment.

ARTICLE 46

FEDERAL GRANT MONIES

When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the **Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR).**

ARTICLE 47

COMPLIANCE WITH WORKFORCE REQUIREMENTS

Pursuant to ARS § 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring and employee, shall verify the employment eligibility of the employee through the E-Verify program."

ARTICLE 48

TIME IS OF ESSENCE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement entered into as of the day and year first written above.

1Government Procurement Alliance
Ken Carter
Executive Director
By: _____

Paradise Valley Unified School District No. 69
Claudia Leon
Director of Purchasing
By: _____

Contractor: CORE Construction, Inc.
Todd Steffen
President
By: _____

ATTACHMENT "A"

MASTER AGREEMENT PRICING COEFFICIENTS

1.0 Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, bonds, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.

2.0 Coefficients – See attached letter dated April 20, 2018

3.0 Pricing the Work.

3.1 The actual pricing for work performed under the Contract will be based on the mutually agreed quantities applied to the R.S. Means Facilities Construction Cost Data, latest edition, total weighted average City Cost Index, as adjusted by application of the appropriate coefficient as set forth above.

3.2 The currently applicable (current version for the locale of the work) R.S. Means Facilities Construction Cost Data, herein called the Unit Price Book contains pricing information for the work to be accomplished in the unit of measure specified. The Unit Price Book will be updated effective upon receipt by Contractor of any periodic updating issued by the publisher. Previously issued Job Orders and changes will not be retroactively repriced although any changes priced after receipt of an update will be priced by the updated version of the Unit Price Book.

4.0 Hours of Work.

4.1 Standard hours of work will be from 7:00 AM to 4:00 PM, Monday through Friday, unless alternate standard hours are agreed to and adopted. Contractor may work on weekends and holidays as approved by District. No adjustment in fees shall apply to different work hours. Prices shall be based on total job cost.

ATTACHMENT "B"

MASTER AGREEMENT OPEN BOOK PRICING

1.0 Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, taxes, bonds, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job orders.

2.0 Open Book Pricing - See attached letter dated April 20, 2018

2.1 Open book pricing shall consist of direct job cost, project-specific (general conditions), overhead, and a fixed (profit) multiplier. Bond cost and transaction privilege tax (sales tax) will be added to open book pricing for total job order cost.

2.2 Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from three subcontractors for each discipline applicable to the project. If three quotes cannot reasonably be obtained for a discipline, contractor shall make known the reasons contractor was unable to obtain additional price quotes.

2.3 Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualification and price selection may be a one-step selection based on a combination of qualifications and price or a two-step selection. In a two-step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.

2.4 If the District objects to a selected subcontractor, District shall make the objection and the reasons for the objection known to the contractor. Contractor shall then present an acceptable subcontractor for the applicable discipline. District shall not unreasonably object to or withhold approval of a subcontractor.

2.5 General conditions are requirements directly related to the work, but not included in direct construction cost. General conditions shall include, but are not limited to, project management, estimating, quality control, administrative labor, field office equipment, materials and supplies, vehicles, cell phones, dumpsters, travel and subsistence, temporary field office rental and utilities, submittals and operations and maintenance manuals, small tools, face and clothing protection, project scheduling, compliance with environmental laws, and marketing.

2.6 Profit shall be assessed as a fixed multiplier applied to direct project cost and general conditions cost.

2.7 To document contract compliance, each job order using open book pricing shall include a completed price summary and general conditions costs.

ATTACHMENT "C"

SCOPE OF SERVICES

1.0 GENERAL INFORMATION

This is an indefinite quantity type contract for the performance of a broad range of renovation/small construction, and or repair or maintenance work on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

2.0 WORK AUTHORIZATION

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

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

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

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

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

2.3 After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a proposal for accomplishment of the task.

2.4 The Unit Price Book and Open Book Pricing shall serve as the basis for establishing the value of the work to perform. Owner and Contractor shall agree to the pricing method prior to start of project.

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

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

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

3.0 SCHEDULING OF WORK

3.1 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 Contractor. 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 Contractor considers the Work complete and ready for its intended use, Contractor shall request Owner to

inspect the Work to determine the status of completion. When Owner determines the Work to be substantially Complete, Owner will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list.

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

3.3 Furniture and portable office equipment in the immediate work area will be moved by 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 Contractor for any such transportation and storage costs incurred.

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

3.5 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 final approval.

4.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

If requested by Owner, 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 representatives.

5.0 DESIGN

Contractor's duties under the Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Contractor agrees to provide detailed design drawings and plans if requested by Owner. Compensation for detailed design, if provided, will be negotiated by the parties hereto.

6.0 OWNER-FURNISHED UTILITIES

Owner shall provide free of charge to Contractor utilities and toilet facilities that are existing and available at each site for work performed under the Contract. If utilities and/or toilet facilities are not existing and available, an equitable price will be negotiated and included in the Job Order to compensate Contractor for providing such items.

6.1 Water:
Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, a supply of water necessary for the performance of work under this contract. Owner will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of Contractor to determine the extent to which existing Owner water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

6.2 Electricity:

Owner shall furnish to Contractor from existing Owner facilities and without cost to Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of the Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by Owner. Said taps, connections, and accessory equipment shall be maintained by Contractor in a workmanlike manner in accordance with the rules and regulations of the local authority.

Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Contractor 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.

7.0 WORKS 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.

CORE CONSTRUCTION

3036 East Greenway Rd.
Phoenix, AZ 85032

T 602.494.0800
F 602.992.0648

April 20, 2018

Paradise Valley Unified School District
1Government Procurement Alliance
1910 W. Washington Street
Phoenix, AZ 85009

RE: RFQ 18-15PV – Job Order Contracting – CORE Construction

CORE Construction is pleased to provide you with the below requested information for negotiations of compensation and other contract terms.

Unit Price Book

- Unit Price Book – **RS Means**
- Coefficient for Base JOC work (Monday through Friday normal working hours) – **0.92**
- Coefficient for JOC work (after hours, weekends and holidays, etc.) – **0.94**
- Coefficient for JOC work (Davis Bacon) – **0.97**
- Location multipliers – **Based on Regional Cost Index from RS Means**
- Markup for NPP items – **10% OH, 5% Profit**

Open Book

- Fee Schedule:
  - $1.00 - $50,000 – **8%**
  - $50,001 - $100,000 – **8%**
  - $100,001 - $250,000 – **7%**
  - $250,001 - $500,000 – **7%**
  - $500,001 - $999,999 – **6%**
  - $1,000,000 plus – 5%
- Hourly Rates:
  - Project Director – $120
  - Project Manager – $96
  - Assistant Project Manager – $75
  - Project Coordinator – $63
  - Director of Field Operations – $126
  - Project Superintendent – $96
  - Assistant Project Superintendent – $86
- Reimbursable Expenses:
  - Printing, Preconstruction Services (if Fee proposal is submitted)

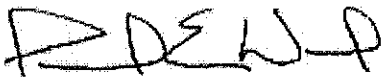
CORE
CONSTRUCTION

Job Order Contracting Master Agreement

- CORE Construction has reviewed the JOC Master Agreement and we are willing to sign this document as part of the agreement. We do not request or recommended any changes.

We look forward too many successful and enjoyable projects together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,



Emerson Ward
Project Director
CORE Construction, Inc.

Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **March 10, 2020.**

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bisbee
City of Bullhead City
City of Casa Grande
City of Chandler
City of Coolidge
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Globe
City of Goodyear
City of Kingman
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of San Luis
City of Scottsdale
City of Sedona
City of Show Low
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye
Town of Camp Verde
Town of Carefree
Town of Cave Creek
Town of Chino Valley
Town of Clifton
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Guadalupe
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Springerville
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Higher Education / Technology Districts

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobré Valley Institute of Technology (CVIT)
Cochise County Community College District
Coconino County Community College District
Dinè College
East Valley Institute of Technology (EVIT)
Gila Institute for Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
MidWestern University (Glendale campus)
Mohave Community College
Mountain Institute JTED
Northeast AZ Tech Institute of Voc Ed
Northern Arizona University
Northland Pioneer College
Pima Association of Governments (PAG)
Pima Community College
Pima County Joint Technology District #11 (JTED)
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
Western Arizona Vocational Educ (W.A.V.E.), a Joint Technology Education District #50
Yavapai College

Political Agencies
Arizona School for the Deaf and the Blind
Arizona Supreme Court
Central Arizona Project
Court of Appeals, Division One
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Northern Arizona Intergovernmental Public Trans (NAIPTA)
Regional Transportation Authority (RTA)
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

Fire Districts
Central Yavapai Fire District
Copper Canyon Fire District
Drexel Heights Fire District
Fire District of Sun City West
Golder Ranch Fire District
Mt. Lemmon Fire District
Northwest Fire District
Superstition Mtn Community Facilities District
Sun City West Fire District
Three Points Fire District

Misc. Agencies
Central Arizona Water Conservation District (CAWCD)
Community Hospital Association dba Wickenburg Community Hospital
Metropolitan Domestic Water Improvement District
North Country Community Health Center
Pima County School Reserve Fund
Pine-Strawberry Water Improvement District
Western Arizona Council of Governments

School Districts
Agua Fria Union High School District # 216
Ajo Unified School District #15
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Ash Fork Joint Unified School District
Avondale Elementary School District #44
Bagdad Unified School District
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School District #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Concho Elementary School District #6
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Creighton School District #14
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Duncan Unified School District
Dysart Unified School District # 89
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Horizon Community Learning Center / Horizon Charter School
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kin Dah Lichi'I' Olta, Inc.
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65

Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mary C. O'Brien ASD
Mayer Unified School District #43
Mesa Unified School District # 4
Miami Unified School District #40
Mingus Union High School District #4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Morristown Elementary School District #75
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Oracle School District
Osborn Elementary School District #8
Page Unified School District #8
Palominas Elementary School District #49
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Pomerene Elementary School District #64
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Ray Unified School District #3
Red Mesa Unified School District #27
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Seligman Unified School District #40
Sentinel Elementary School District #71
Shonto Preparatory Schools
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Sonoita Elementary School District #25
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Vernon Elementary School District
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public-School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Dave Christian, Finance Manager

DATE: October 20, 2020

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE GOLDER RANCH FIRE DISTRICT RECONCILIATION AND MONTHLY FINANCIAL REPORT

ITEM #: 8B

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

Presented are the monthly financial reports and cash reconciliation.

RECOMMENDED MOTION

Motion to approve and accept the Golder Ranch Fire District reconciliation and monthly financial report as presented.

Golder Ranch Fire District
Summary Budget Comparison - SUMMARY BUDGET TO ACTUAL **BOARD PACKET**
From 9/1/2020 Through 9/30/2020

Account Code	Account Title	Current Period Budget	Current Period Actual	YTD Budget	YTD Actual
5000	Labor/Benefits/Employee Development	2,141,837.11	2,372,345.68	7,779,898.89	7,685,691.76
6000	Supplies/Consumables	192,997.42	46,421.81	462,192.26	266,058.51
6500	Vehicle / Equipment Expense	57,978.67	38,921.15	173,936.01	148,125.47
6750	Utilities / Communications	42,117.17	42,148.60	125,500.97	123,371.11
7000	Professional Services	97,433.36	135,033.36	302,300.08	205,465.32
7500	Dues/Subscriptions/Maint. Fees	47,149.60	12,963.37	99,904.80	83,729.26
7750	Insurance	4,833.33	30,200.00	32,105.99	61,352.00
8000	Repairs / Maintenance	40,073.50	29,237.80	106,220.50	126,515.04
9000	Debt Service	2,250.16	3,744.62	6,750.48	12,761.99
9500	Capital Outlay	12,208.33	135,388.31	960,904.99	436,982.53
Report Difference		(2,638,878.65)	(2,846,404.70)	(10,049,714.97)	(9,150,052.99)

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: October 20, 2020

SUBJECT: EXECUTIVE SESSION: THE BOARD MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO A.R.S. §38-431.03.A(3) FOR THE PURPOSE OF CONSULTATION OR LEGAL ADVICE REGARDING CONFIDENTIAL PERSONNEL MATTERS, INCLUDING AN EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) COMPLAINT RECEIVED

ITEM #: 8C

REQUIRED ACTION:	☐ Discussion Only	☒ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☒ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

This item allows the Golder Ranch Fire District Governing board to obtain legal advice regarding a confidential personnel matter and possible litigation.

RECOMMENDED MOTION

Motion to enter into Executive Session pursuant to A.R.S. §38-431.03.A(3) for the purpose of legal advice with the attorney.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Brooke Painter, Board Services Manager

DATE: October 20, 2020

SUBJECT: FUTURE AGENDA ITEMS

ITEM #: 8

REQUIRED ACTION:	☒ Discussion Only	☐ Formal Motion	☐ Resolution
RECOMMENDED ACTION:	☐ Approve	☐ Conditional Approval	☐ Deny
SUPPORTED BY:	☒ Staff	☒ Fire Chief	☐ Legal Review

BACKGROUND

This agenda item allows an individual Governing Board Member to recommend item(s) to go on future agendas.

Pursuant to A.R.S. §38-431.2(H), the Board will not discuss the items(s) at this time because it would be a violation of the Open Meeting Laws and no voting action will be taken on the recommended item.

RECOMMENDED MOTION

No motion is necessary for this agenda item.

GOLDER RANCH FIRE DISTRICT
BOARD COMMUNICATION MEMORANDUM

TO: Governing Board

FROM: Randy Karrer, Fire Chief

DATE: October 20, 2020

SUBJECT: Call to the Public

ITEM #: 9

REQUIRED ACTION: ☒ Discussion Only ☐ Formal Motion ☐ Resolution

RECOMMENDED ACTION: ☐ Approve ☐ Conditional Approval ☐ Deny

SUPPORTED BY: ☒ Staff ☒ Fire Chief ☐ Legal Review

BACKGROUND

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda. ** Please see revised instructions to speakers at the bottom of the agenda.

RECOMMENDED MOTION

No motion is necessary for this agenda item.