AGENDA 4:30 P.M.

CITY COUNCIL MEETING TUESDAY, NOVEMBER 14, 2023

NOTES:

- Public Forum:
  Comments are generally limited to **3 minutes**.
- Consent Items:
  Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/ microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL/MOMENT OF ART

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

a. Minutes - October 24, 2023 City Council Special Meeting - Executive Session.
b. Minutes - October 24, 2023 City Council Regular Meeting.
c. AB 3015 1) Approve acceptance of the FTA 5339 Grant award in the amount of $720,000. 2) Approve an additional $180,000 as the city's local share to satisfy the conditions of the grant; and 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant.
d. AB 3019 Approval of a two-year contract and reappointment of Paul Schlegel as Magistrate Judge.
e. AB 3020 Approval of an Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic), Chapter 10.20 (Parking), by adopting amendments to clarify Section 10.20.030 (Parking restricted or prohibited – Authority to Erect Signs.)
f. AB 3017 Approval of a Class A Bingo License for Mooney's Shebeen LLC, dba Mooney's Irish Pub located at 671 SR 179, BST 3&4, Sedona, AZ.

4. APPOINTMENTS

a. AB 2997 **Discussion/possible action** regarding the appointment/reappointment of Planning & Zoning Commissioners.

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER

6. PUBLIC FORUM

(This is the time for the public to comment on matters not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS

a. Citizen's Academy participants, certificate presentation.

8. REGULAR BUSINESS

a. **Reports** regarding Council assignments.
b. AB 3010 **Discussion/possible action** regarding an update on the build out of Ranger Station Park and approval of Linking Agreement for Purchase of Playground Equipment and Installation in the approximate amount of $478,300, subject to approval of the written contract by the City Attorney's Office.
c. AB 3013 **Discussion/possible action** regarding the award of a construction contract to Combs Construction Company, Inc. for the Uptown Northbound Roadway Improvements Project, SIM-1B, in the approximate amount of $4,468,058, subject to approval of the written contract by the City Attorney's Office.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

d. AB 3009 **Discussion/possible action** regarding approval of linking agreement to contract services from McKinstry Essention LLC, in the approximate amount of $133,400, for the creation of a decarbonization roadmap for municipal operations.

e. **Discussion/possible action** regarding future meeting/agenda items.

9. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: 11/8/23

By: DJ

JoAnne Cook, CMC, City Clerk

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that four or more members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

Action Minutes
Special City Council Meeting
Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 24, 2023, 2:30 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 2:30 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, and Councilor Jessica Williamson. Councilor Kathy Kinsella was excused absent.

Staff Present item: Kurt Christianson and City Clerk JoAnne Cook. City Manager Karen Osburn and Deputy City Manager Andy Dickey entered the meeting at 3:18 p.m.

Executive Session

Motion: Councilor Williamson moved to enter into Executive Session at 2:32 p.m. Seconded by Councilor Fultz. Motion carried unanimously with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, and Williamson) and zero (0) opposed.

Kurt Christianson gave the admonition.

a. Discussion and consideration of the judicial annual evaluation and other terms of employment of City Magistrate Paul Schlegel including expectations and goal setting and discussion with the City Attorney for legal advice. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1&3).

b. Discussion and consultation with the City Attorney for legal advice and to consider the City's position regarding pending litigation and settlement discussions in the Forest Road Eminent Domain cases. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

c. Discussion and consultation for legal advice with the City Attorney, to consider the City's position, and instruct its attorneys regarding pending or contemplated litigation or settlement discussions in order to avoid or resolve litigation in the matter of Gateway West, LLC's A.R.S. 12-1134 notice of claim regarding 15 Cultural Park Place. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3&7).

d. Return to open session. Discussion/possible action regarding executive session.

Reconvened in open session at 4:01 p.m.

Motion: Vice Mayor Ploog moved to approve Resolution 2023-28, waiving partial enforcement of Ordinance 2023-03 on, and approving the Binding Waiver of Enforcement for, 15 Cultural Park. Seconded by Councilor Dunn. Motion carried

unanimously with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, and Williamson) and zero (0) opposed.

3. Adjournment

Mayor Jablow adjourned the meeting at 4:03 p.m.

I certify that the above are the true and correct actions of the Special City Council Meeting held on October 24, 2023.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, October 24, 2023, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

Mayor Jablow called the meeting to order at 4:30 p.m.

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, and Councilor Jessica Williamson. Councilor Kathy Kinsella was absent and excused.

Staff Present: City Manager Karen Osburn, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, IT Director Chuck Hardy, Assistant Engineer Hanako Ueda, Police Chief Stephanie Foley, Assistant Public Works Director Sandy Phillips, Facilities Manager Larry Farhat, Planning Manager Cari Meyer, Director of Financial Services Cherie White, Principal Planner Cynthia Lovely, Web Content Manager Rob MacMullan, Tourism and Economic Initiatives Coordinator James Mogensen, Communications Manager Lauren Browne, Special Initiatives Coordinator Kegn Moorcroft, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

a. Minutes - October 4, 2023 City Council Special Meeting - Executive Session.

b. Minutes - October 5, 2023 City Council Special Meeting - Executive Session.

c. Minutes - October 10, 2023 City Council Special Meeting - Executive Session.

d. Minutes - October 10, 2023 City Council Regular Meeting.

e. Minutes - October 11, 2023 City Council Special Meeting.

f. Minutes - October 12, 2023 City Council Special Meeting - Executive Session.

g. AB 3002 Approval of a Resolution and update to Ordinances pertaining to the National Flood Insurance Program (NFIP), adopting by reference Flood Insurance Study (FIS), Flood Insurance Rate Maps (FIRMs), and Floodplain Management Ordinance for Yavapai and Coconino County.

h. AB 3006 Approval of a grant Agreement and Consent form between the City of Sedona and AZ Dept Homeland Security (AZDOHS) for the Cybersecurity Grant Program.

i. AB 3007 Approval of a Resolution approving a Settlement Agreement with Stephanie K. Penman and M.S. Penman, trustees of the Stephanie K. Penman Living Trust, to settle claims arising out Forest Road Connection Project and to resolve ongoing litigation in the eminent domain matter of City of Sedona vs. Stephanie K. Penman Living Trust, et al., Coconino

County Superior Court Case No. CV202200079.

Motion: Councilor Williamson moved to approve consent items 3a-3i. Seconded by Councilor Dunn. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

4. Appointments

a. AB 3003 Discussion/possible action regarding the appointment of Tourism Advisory Board members.

Mayor Jablow provided background information of the selected candidates. Council thanked them for their willingness to serve.

Motion: Councilor Williamson moved to appoint Althea Johnson, Craig Swanson, David Price (Chair), John Fitzgibbons (Vice Chair), and Randy McGrane to seats on the Tourism Advisory Board. The terms will begin on January 1, 2024 and end on December 31, 2025 or until a successor is appointed, whichever is later. Seconded by Vice Mayor Ploog. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

Motion: Councilor Williamson moved to appoint Alisha Hansen, Bob Pifke, Danielle Sonn, Frances Riemer, Renee Taylor, and Richard Kepple to seats on the Tourism Advisory Board. The terms will begin on January 1, 2024, and end on December 31, 2027 or until a successor is appointed, whichever is later. Seconded by Vice Mayor Ploog. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

5. Summary of Current Events by Mayor/Councilors/City Manager

Vice Mayor Ploog advised today is the End World Polio Day. She gave an update on the Fall Festival events. She stated that next week is the Food Truck Festival at Posse Grounds, registration is open for the Grasshopper Basketball League for first-eighth grade students, the Uptown Trick or Treat Event is on Halloween from 5:00-8:00 p.m. Councilor Dunn advised the Verde Valley Caregivers' Winter Masquerade (fund raiser) is November 19th from 5:00-9:00 p.m. at Enchantment in the Anasazi Ball Room, tickets are $150 per person and can be purchased by calling 928-204-1238 or by visiting Verde Valley Caregivers Coalition - Gala - Sedona, Arizona (vvcaregivers.org). Councilor Furman advised the Sedona Red Rock High School boys soccer play-off game is this evening.

6. Public Forum - None.

7. Proclamations, Recognitions & Awards - None

8. Regular Business

a. Reports regarding Council assignments.

Councilor Fultz said he was appointed to Northern Arizona's Council of Governments' Advisory Council on Aging. He gave an update on the Housing Committee projects, 1.) Eight (8) properties that have filed deed restrictions through the City's Deed Restriction Program, 2.) the Housing Committee is working on a "white paper" that will be presented to Council, and 3.) a realtor proposed a new concept regarding STR reform where investors may group together to purchase houses and rent them similar to time shares.

Vice Mayor Ploog Sedona Heritage Society & Heritage Museum will be presenting a musical *"Our Town, Sedona, Only We're Dead"* on October 27th & 28th starting at 4:45 p.m. at the Cook's Cedar Glade Cemetery. Tickets can be purchased by visiting sedonamuseum.org.

b. AB 3005 Public hearing/discussion/possible action regarding a Resolution and Ordinance adopting revisions to the Sedona Land Development Code Section 5.3 (Grading and Drainage) and Section 3.4 (Accessory Use Section). Case Number: PZ23-00006 (LDC) Applicant: City of Sedona.

Presentation by Cari Meyer and Hanako Ueda.

Questions and comments from Council.

Opened to the public at 4:52 p.m.

No public comments heard.

Brought back to Council at 4:52 p.m.

Motion: Councilor Williamson moved approve Resolution 2023-31 establishing as a public record "Exhibit A – October 24, 2023 Proposed Land Development Code Revisions". Seconded by Vice Mayor Ploog. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

Motion: Councilor Williamson approve Ordinance 2023-09, consistent with the approval criteria in Section 8.6.C(4) of the LDC, amending the LDC, adopting by reference that document known as "Exhibit A – October 24, 2023 Proposed Land Development Code Revisions", providing for a savings clause, and repealing all ordinances or parts of ordinances or code provisions in conflict herewith. Seconded by Vice Mayor Ploog. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

c. AB 3008 Presentation/discussion/possible action on award of a construction contract for the PR-03C Improvements, Build-Out Ranger Station Park – Landscape Contract in an amount not-to-exceed $186,444.05 subject to approval of the written contract by the City Attorney's Office.

Presentation by Sandy Phillips and Larry Farhat.

Questions and comments from Council.

Motion: Councilor Williamson moved to approve award of the construction contract with Morning Dew Landscaping Inc for the PR-03C Build-Out of Ranger Station Park Project in an amount not to exceed $186,444.05 subject to approval of the written contract by the City Attorney's Office. Seconded by Vice Mayor Ploog. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

d. AB 3011 Discussion/possible action regarding award of RFP No. 2023/24-002, Branding and Marketing Services, to Day Vengley & Associates dba DVA Advertising & Public Relations for an amount not-to-exceed $281,000.00 through October 24, 2024, with the option to extend for three

(3) additional one (1) year terms.

Presentation by Lauren Browne.

Questions and comments from Council.

Motion: Councilor Fultz approve award of RFP No. 2023/24-002, Branding and Marketing Services, to Day Vengley & Associates dba DVA Advertising & Public Relations for an amount not-to-exceed $281,000.00 through October 24, 2024, with the option to extend for three (3) additional one (1) year terms. Seconded by Councilor Williamson. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

e. AB 3012 Discussion/possible action regarding approval of award RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, to SoftResources, LLC for an amount not-to-exceed $315,750.00 through October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first.

Presentation by Cherie White.

Questions and comments from Council.

Motion: Councilor Fultz moved to approve award of RFP No. 2023/24-001, Project Management Services for the Selection and Implementation of an Enterprise Resource Planning (ERP) System, to SoftResources, LLC for an amount not-to-exceed $315,750.00 through October 24, 2026, or at such time as the work in the Scope of Work is completed, whichever occurs first. Seconded by Councilor Williamson. Vote: Motion passed with six (6) in favor (Jablow, Ploog, Dunn, Fultz, Furman, Williamson) and zero (0) opposed.

f. AB 2719 Presentation/discussion regarding the status of the Community Plan update planning process.

Presentation by Cynthia Lovely.

Questions and comments from Council.

g. Discussion/possible action regarding future meeting/agenda items.

Mayor Jablow advised there will not be a Council meeting tomorrow.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

No Executive Session was held.

10. Adjournment

Mayor Jablow adjourned the meeting at 6:15 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on October 24, 2023.

_____ _____

JoAnne Cook, CMC, City Clerk Date

CITY COUNCIL AGENDA BILL

AB 3015
November 14, 2023
Consent Items

Agenda Item: 3c
Proposed Action & Subject: 1) Approve acceptance of the FTA 5339 Grant award in the amount of $720,000; 2) Approve $180,000 as the city's local share to satisfy the conditions of the grant; and 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant.

Department	Transit
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	N/A
Exhibits	A. ADOT – FY2022 FTA5339 Competitive Application: Preliminary Notice of Award – Dated 2/8/2023 B. Exhibit A – Federal Transit Administration (Updated 11-1-23)

City Attorney Approval	Reviewed 11/06/2023 KWC
City Manager's Recommendation	1) Approve acceptance of the FTA 5339 Grant award in the amount of $720,000. 2) Approve an additional $180,000 as the city's local share to satisfy the conditions of the grant. 3) Direct staff to apply all stated FTA grant and local funding for only approved activities as specified within the grant.

Expenditure Required	
	$ 900,000 ($720,000 grant funded and $180,000 Local Match)
Amount Budgeted	
	$ 900,000 ($800,000 in FY2024 and $100,000 in FY2025)
Account No. (Description)	52-5630-89-68B1 (PT-01 Transit Maintenance/Operations Center)
Finance Approval	☒

Background:

In July 2022, the City of Sedona applied to the Federal Transit Administration (FTA) 5339 Bus and Bus Facility Grant for funding assistance for the design and engineering of a transit maintenance & operations facility.

This facility is an essential component for the long-term success, safety, and efficiency of the city's current and future zero emission transit fleet. Currently, the city utilizes a private commercial fleet maintenance firm located in Camp Verde (25 miles from Sedona) for transit vehicle maintenance. There are no local providers who are either qualified or have the facilities to complete heavy maintenance on transit vehicles. This approach is costly as providers pay full retail prices for parts, labor, etc., for any out-of-warranty vehicle repairs. Also, as the firm has other commercial customers, transit buses often sit on the deadline until they can work on them, resulting in unnecessary downtime. Having a centrally located and directly operated transit maintenance facility would:

- Decrease maintenance and fuel costs.
- Improve operational efficiency and continuity of operations.
- Decrease unnecessary wear and tear on the vehicles (traveling 50 miles round trip to Camp Verde for vehicle maintenance) & extend the useful life of the transit fleet.
- Enhance quality control and FTA regulatory compliance during maintenance operations.
- Avert unnecessary carbon emissions.
- Support the transition to zero emission technology for the city's future transit fleet.

On February 8, 2023, ADOT issued a Preliminary Award for this Grant application, pending FTA funding. The final grant award was issued on November 1, 2023, by ADOT after the FTA funded the project.

$720,000 in FTA 5339 Grant funding will be used towards the design and engineering of the transit operations and maintenance facility, which shall be sited on city land adjacent to the wastewater treatment plant. An additional $180,000 is required in local match funding to satisfy the grant requirements and also must be used towards this project.

This facility is essential to accomplish the long-term goals and objectives of the Sedona Area Transit Implementation Plan. Approval of this item shall allow staff to solicit a qualified firm to begin the engineering and design of the city's transit maintenance and operations facility.

Climate Action Plan/Sustainability Consistent: ☒**Yes -** Error! Bookmark not defined.**No -** ☐**Not Applicable**

The city's Climate Action Plan (CAP) sites the second largest source of CO_2 emissions in Sedona is from the use of fossil fuels in vehicles and other motorized equipment. A mode shift to public transit reduces the number of passenger vehicle miles traveled, which results in the displacement of CO_2 emissions. One of the specific CAP strategies is to improve and increase transit ridership. Related strategies include a sustained commitment for a transition to electric and other low-carbon fuels and a shift to alternative modes of transportation such as ride sharing, public transit, biking, and walking.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): None

I move to: 1) Approve acceptance of the FTA 5339 Grant award in the amount of $720,000; 2) Approve $180,000 as the city's local share to satisfy the conditions of the grant; and 3) Direct staff to apply all stated FTA grant and local funding for approved activities as specified within the grant.

Katie Hobbs, Governor
Jennifer Toth, Director
Greg Byres, State Engineer
Paul Patane, MPD Director

February 8, 2023

Robert Weber
Transit Administrator
City of Sedona
102 Roadrunner Dr.
Sedona, AZ 86336

Subject: FY 2022 5307 and 5339 Competitive Application: Preliminary Notice of Award

Dear Mr. Weber:

ADOT is pleased to issue this Preliminary Award Notice for the project that your agency applied for in the above referenced grant application to ADOT. In the grant application you requested $720,000 in funding for the final design of an operations and maintenance facility.

Please be advised that this is a preliminary award notice and no action can be taken until a final award notice (Exhibit A) is issued.

Please see the table below for your FY 2022 5339 Bus and Bus Facilities Preliminary Award Notice.

Project Title	Match Ratio	Federal	Local	Project Total
Final Design: O&M Facility	80%	$720,000	$180,000	$900,000

Your preliminary funding award is contingent upon the Federal Transit Administration awarding funds to ADOT for the 5339 Program. ADOT will be submitting an application to FTA in March of 2023 and anticipates FTA awarding funding in July of 2023. Your preliminary award of funds is also contingent upon your compliance with all Federal and State requirements. Your official notice of award will be included in a revised Exhibit A to your 5311 Grant Agreement.

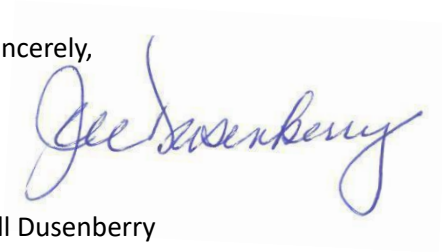
If you have any questions or if the award is significantly different than expected, please contact your Program Manager. You have the right to appeal this funding decision. If filing an appeal, applicants must use the following process in order for the appeal to be considered valid. Letters of appeal must clearly identify the applicant, contact person, address, phone number, project description and grounds for appeal. Letters of appeal must be submitted within ten business days of notification of preliminary award. Submit the appeal via email to your 5311 Program Manager John Vater (jvater@azdot.gov).

ADOT reviews all appeals and notifies applicants of the decision within ten business days. If the applicant is not satisfied with the 5311 Program Manager's response, a further appeal may be made to the Transit Group Manager. This appeal must be submitted within ten business days of the notice of the 5311 Program Manager's decision. A copy of the additional appeal must be sent to the Transit Group Manager and your assigned 5311 Program Manager. The Transit Group Manager Jill Dusenberry

(jdusenberry@azdot.gov) will then provide a written response to the applicant within 30 days of receipt of the appeal.

Please remember that your transit funding must be included in the local TIP (Transportation Improvement Plan) developed by your COG or MPO. It is the transit agency's responsibility to coordinate with your COG or MPO to assure that all your projects are included in the local TIP.

Sincerely,



Jill Dusenberry
Transit Group Manager

CC:

John Vater, 5311 Program Manager
Aubree Perry, 5311 Program Manager
Shatawn Reed, 5311 Program Manager
Sara Allred, Assistant Transit Manager

Exhibit A - Federal Transit Administration

Agency Name:	City of Sedona	**Grant Program:**	5311	**Contract Number:**	GRT-22-0008842-T
Vendor Number:	IV0000002601 I0005	**Indirect Cost Rate:**	N/A	**De Minimis Rate Used:**	N/A

Program Number / Phase / Grant Number (FAIN)	Scope / FP Code	ADOT Procured	CFDA Number	Fund Type	Project Award Description	Funding Period (Fed Award Date = Start Date)	Fed Match	Federal Award Obligated	Local Match	Total Award
1 G1C22A2T / AZ-2022-027-00	A2	No	20.509 5311 - Rural Area Formula	Administration	11.79.00 / 1 / Administration	2022-10-01 2024-09-30	80%	$48,200.00	$12,050.00	$60,250.00
2 G1F23A4T / AZ-2023-037	A4	No	20.509 Rural Area Formula	Administration	11.79.00 / 1 / Administration	2023-10-01 2024-09-30	80%	$48,200.00	$12,050.00	$60,250.00
3 G9F22A2T / AZ-2022-010-00	A2	Yes	20.526 Bus and Bus Facilties	Capital	11.13.04 / 1 / 5339 Award	2022-10-01 2024-09-30	85%	$353,909.40	$62,454.60	$416,364.00
4 G9F23A3T / AZ-2023-030	A3	No	20.526 Bus and Bus Facilities	Capital	11.41.02 / 1 / 5339 Award	2023-10-01 2024-09-30	80%	$720,000.00	$180,000.00	$900,000.00
5 G1F22B1T / AZ-2022-027-00	B1	No	20.509 5311 - Rural Area Formula	Operating	30.09.02 / 1 / Operating	2022-10-01 2024-09-30	58%	$81,200.00	$58,800.00	$140,000.00
6 G1C23A8T / AZ-2023-037	A8	No	20.509 Rural Area Formula	Operating	30.09.02 / 1 / Operating	2023-10-01 2024-09-30	58%	$80,218.06	$58,088.94	$138,307.00
7 G5F20CST / AZ-2020-039	A2	No	20.505 Metropolitan Transportation & State Planning	Planning	44.24.00 / 1 / Consulting Services	2022-10-01 2024-09-30	80%	$20,000.00	$5,000.00	$25,000.00
8 G5F20SET / AZ-2020-039	A2	No	20.505 Metropolitan Transportation & State Planning	Planning	44.24.00 / 1 / Consulting Services	2022-10-01 2024-09-30	80%	$16,520.00	$4,130.00	$20,650.00

Agency Name:	City of Sedona	**Grant Program:**	5311	**Contract Number:**	GRT-22-0008842-T
Vendor Number:	IV0000002601 I0005	**Indirect Cost Rate:**	N/A	**De Minimis Rate Used:**	N/A

This award does not include R&D.

TOTALS:	**$1,368,247.46**	**$392,573.54**	**$1,760,821.00**

Approver:	Shatawn Reed	**Date Approved:**	Nov 1 2023 11:47AM

Your application/contract signature indicated acceptance of this Exhibit A where it does not exceed the award requested on your application . Signature is required on Exhibit A only when there is an increase in local match requirements . If your agency chooses to not accept this award, immediately contact your Program Manager. ADOT reserves the right to modify the Exhibit A as long as the local match does not exceed the original application amount including administrative changes such as changing the federal grant and or Program number. In the event that a signature is required, the signature of the agency's designated legal signatory is required on this form and the signed form is to be returned to the ADOT Contract Specialist. The modified Exhibit A shall be a part of the Agreement as if the signature were fully set forth therein . The signed pages can be printed from the Upload page in E-grants.

Name of Signatory: Robert Weber Signature:  Date 11/2/2023

Agenda Item: 3d
Proposed Action & Subject: Approval of a two-year contract and reappointment of Paul Schlegel as Magistrate Judge.

Department	City Attorney
Time to Present	N/A
Total Time for Item	N/A
Other Council Meetings	10/25/2023; 10/10/2023; 10/26/2021
Exhibits	A. Magistrate Judge Contract

City Attorney Approval	Reviewed 11/06/2023 KWC	**Expenditure Required**	
		$	109,180 (estimated remainder of FY2024) Estimated annual salary and benefit total - $181,220
City Manager's Recommendation	N/A	**Amount Budgeted**	
		$	107,390 (remainder of FY2024) Vacancy/salary savings from other positions are estimated to be sufficient to cover the excess.
		Account No. (Description)	10-5520-01-XXXX (Applicable salary and benefit accounts)
		Finance Approval	☒

Background: On October 10 and 24, 2023, the City Council met in executive session to discuss the reappointment of Paul Schlegel as Magistrate Judge.

Per Arizona Revised Statutes § 22-403: *Presiding officer of municipal court; appointment; compensation; justice of the peace as magistrate*

A. The presiding officer of the municipal court shall be a magistrate, who shall be selected in a manner provided by the charter or ordinances of the city or town. The

magistrate shall receive such compensation as provided by the governing body of the city or town.

Furthermore, per Sedona City Code, 2.45.010:

A. The city magistrate shall be the presiding officer of the magistrate's court and shall be selected by the council and shall perform those functions necessary to the maintenance of the magistrate's court as set forth in this code, and as provided by the Constitution and laws of this state, and the applicable orders, rules and directives of the Arizona Supreme Court.

The terms of the magistrate's contract are set forth in Sedona City Code, 2.70.030:

2.70.030 City magistrates – Appointment – Compensation.

The magistrate court shall be composed of a presiding magistrate and such other magistrates as may be determined by the council. The council shall appoint and may remove for cause the presiding magistrate and such additional magistrates appointed. All magistrates shall be appointed for a period of two years, with their compensation to be determined by the council.

The two-year employment contract is attached as Exhibit A.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): N/A

I move to: approve the reappointment of Paul Schlegel as Magistrate Judge for the City of Sedona and approve the two-year employment contract, subject to approval by the City Attorney.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of November 2023, by and between the City of Sedona, State of Arizona, a municipal corporation, ("City"), and Paul A. Schlegel, ("Employee" or "Judge"), both of whom agree as follows:

WITNESSETH:

WHEREAS**,** City desires to employ the services of the Employee as Magistrate Judge of the City of Sedona, as provided by A.R.S. § 9-240.B.28 (General powers of common council), A.R.S. § 9-237 (Appointive officers), and Sedona City Code § 2.70.030 (City magistrates – Appointment – Compensation); and

WHEREAS, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Judge; and

WHEREAS, Employee desires to accept employment as Presiding Magistrate Judge for said City of Sedona; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, City and Judge (collectively, the "Parties") agree as follows:

Section 1: Duties and Qualifications

A. City hereby agrees to employ the Employee as Magistrate Judge of City to perform the functions and duties specified in the Sedona City Code, § 2.45.010 (City magistrate); Title 22 (Justice and Municipal Courts), Chapter 4 (Municipal Courts), Articles 1 (General Provisions)and 2 (Procedure) of the Arizona Revised Statutes; and all regulations, orders, policies, and handbooks established by the Arizona Supreme Court or local law, rule, or regulation.
B. Employee agrees to perform other legally permissible and proper duties and functions as the Council shall from time-to-time assign, including:
    a. The Judge shall adequately hire, train and supervise Court staff. Court staff are City employees subject to City rules and regulations. The document entitled Municipal Court Governance Roles and Responsibilities, Revised 3/30/2017, shall serve as a guideline for managing Court Employees but in case of conflict, City personnel rules and policies control. The Parties agree that the Judge will participate in the annual court budget process with the City Manager, City Finance Department, and the City Council to ensure that the staffing needs of the Court are adequately fulfilled.
    b. Reconcile court cash flow and the court bank account monthly and provide the reconciliation reports to the City Finance Director or designee.
    c. Provide monthly revenue distributions to the City Finance Director or designee.
    d. Reconciled and approved P-card statement with detailed receipts attached by the due date that is identified in the email sent by the accounts payable staff each month.
    e. Regularly attend the monthly department head meetings, the annual court budget meeting with Council, and continue to build relationships with City staff.
C. The Judge shall be, and remain, an attorney admitted to practice law in the State of Arizona and shall meet all COJET or other continuing education requirements. Judge shall preside

over all pre-trial conferences, cases, trials, orders of protection, and other hearings or arrange for a Judge Pro Tempore to do so. The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge when performing judicial duties. The Judge is solely responsible for judicial decisions.

D. The Judge shall promptly notify the City of any state bar or Judicial conduct complaint filed against him.

Section 2: Term

A. The Judge's term of office shall be for a period of two years beginning November 22, 2023 and ending on November 21, 2025, unless earlier terminated as described below.
B. Judge agrees to remain in the exclusive employ of City and neither to accept other employment nor to become employed by any other employer for any work that results in a conflict with the Employee's duties in the Sedona City Court,except that the Employee may, with the consent of City, enter into IGA's for performance of court duties with other municipal courts or Justices of the Peace pursuant to A.R.S. § 22-427.
C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with City, subject only to the provision set forth in Section 4 of this agreement.

Section 3: Termination and No Severance Pay

A. This Agreement may be terminated for cause by the City before the expiration of the Term provided for herein if, during the Term of this Agreement, the Judge (i) materially violates the provisions of this Agreement or exhibits willful or wanton failure or refusal to perform his duties, (ii) is convicted of, or pleads nolo contendere to, any crime; or (iii) commits any act of dishonesty or any act involving moral turpitude or receives bar or judicial discipline which would prohibit Judge from performing his duties.
B. In the event Employee is terminated by Council before the expiration of the twenty-four (24) month term of employment, City shall have no obligation to pay Employee any severance pay. However, Employee shall be compensated for all earned vacation days accrued to date, as limited by conditions set forth in the City of Sedona Employee Manual.

Section 4: Resignation

In the event Employee voluntarily resigns his position with City before expiration of the aforesaid term of his employment, then Employee shall give City thirty (30) days written notice in advance or such other length of notice as may be mutually agreed upon in writing by the parties. In addition to the thirty days' notice, the Employee agrees to be available to the Cityof Sedona for consultation for an additional (30) thirty days at an hourly rate commensurate withthe salary described in Section 6 herein.

Section 5: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick and vacation leave, City shall have the option to terminate this agreement.

Section 6: Salary

A. City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of $133,750.00 payable in installments at the same time as other employees of the City are paid.

B. City agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that is desirable to do so on the basis of an annual salary review of said Employee and made at the same time as similar consideration is given other employees generally.

Section 7: Hours of Work and Telephone

A. It is recognized by the Parties that the duties of Magistrate Judge require work outside of normal office hours and Judge agrees to devote the amount of time and energy necessary to carry out those duties with the highest degree of professionalism possible. The Judge is an unclassified employee per Section 105 of the Employee Manual.

B. The Judge is required to maintain a personal telephone at his place of residence anda cell phone at which he may be reached in emergency situations including to review requests for warrants from the Sedona Police Department at all times (24/7), or to arrange for such coverage in the event the Judge shall be unavailable. Such telephones shall be the financial responsibility of the Employee.

C. The City shall compensate the Employee $100 per month for the cost of a personal cell phone.

Section 8: Outside Activities

Employee shall not engage in teaching, consulting, or other non-City-connected businesswithout the prior approval of the City Council.

Section 9: Benefits

The Employee will receive vacation leave accrued at 6.15 hours per pay period up to a maximum accrual of 240 hours. Employee shall be entitled to flexible leave, paid holidays and health insurance options as granted to all full-time employees. Employee shall participate in the Arizona State Retirement System with all applicable City and employee contributions.

Section 10: Dues and Subscriptions

City agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 11: Professional Development

A. City hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to continue the reasonable professional development of Employee and to adequately pursue necessary official functions for City, including but not limited to the Judicial Conference, state conferences, and such other national regional, state, and local governmental groups and committees thereof which Employee serves as a member.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 12: Indemnification

In addition to that required under state and local law, City shall defend, save harmless, and indemnify Judge against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring while in the course and scope of his employment and consistent with the performance of Judge's duties as City Magistrate. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 13: Bonding

City shall bear the full cost of any fidelity or other bonds required of the Judge under any law or ordinance.

Section 14: Residency Required

The Employee shall reside within an area that would allow a response time to City Hall of 60 minutes and shall continue to do so as long as employed by the City of Sedona.

Section 15: Other Terms and Conditions of Employment

A. The Council, in consultation with the Judge, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Judge, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City of Sedona Code, or any other law. Any such terms shall be set forth in writing as part of or an amendment to this or future employment agreements.

B. Except as otherwise expressly provided herein, all provisions of the City of Sedona Code and regulations and rules of the City as set forth in the Employee Manual relating to vacation and flex leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Judge as they would to other employees of City, in addition to said benefits herein specifically provided for the benefits of Judge.

C. Judge shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads including provisions governing accrual and payment therefore on termination of employment all as set forth in the Employee Manual.

Section 16: No Reduction of Benefits

City shall not at any time during the term of this agreement reduce the salary compensation of Employee.

Section 17: Notices

Notices pursuant to this agreement shall be given by personal service, email or mail in the United StatesPostal Service, postage paid. Notice shall be deemed given as of the date of the email, personal service, or as of the date of deposit of such written notice with the United State Postal Service.

Section 18: General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs in law and executors of Employee.

C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

WITNESS WHEREOF, the City of Sedona has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Judge has signed and executed this agreement, both in duplicate, the day and year first above written.

_____ _____

Paul A. Schlegel, Magistrate Judge Scott M. Jablow, Mayor, City of Sedona

ATTEST:

_____

JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____

Kurt W. Christianson, City Attorney

Agenda Item: 3e
Proposed Action & Subject: Approval of an Ordinance amending the Sedona City Code Title 10 (Vehicles and Traffic), Chapter 10.20 (Parking), by adopting amendments to clarify Section 10.20.030 (Parking restricted or prohibited – Authority to Erect Signs.)

Department	City Attorney's Office / Police Department
Time to Present **Total Time for Item**	N/A
Other Council Meetings	March 22, 2022
Exhibits:	**A**: Ordinance amending SCC Section 10.20.030

City Attorney Approval	Reviewed 11/06/2023 KWC
City Manager's Recommendation	Adopt an Ordinance amending Sedona City Code Chapter 10.20 (Parking), Section 10.20.030 (Parking restricted or prohibited – Authority to Erect Signs); providing for a savings clause; and providing for repeal of any conflicting ordinances.

Expenditure Required	
	$ N/A
Amount Budgeted	
	$ N/A
Account No. (Description)	
Finance Approval	☒

Background:

Recent issues with parking enforcement have resulted in the need for an update to the Sedona City Code. First, the definition of public parking area should be updated to clarify that USFS parking lots are subject to City parking regulations. Although they are already considered public parks per City Code, and subject to City regulations per 16 U.S.C. § 480, some defendants argue that they the City does not have jurisdiction over USFS parking lots.

Second, some have argued that restrictive parking signs placed after March 22, 2022 (the date of the last update to the parking ordinance) require Council approval by resolution pursuant to SCC Section 10.20.030.B. The Code section only requires Council approval of prohibited parking designations which means areas where no parking is allowed. Prohibited parking

prohibits all parking. Restrictive parking only limits parking like a time, place, or method of parking regulations. Restrictive parking regulations do not require Council approval. The proposed ordinance amendment clarifies the difference between prohibited parking and restrictive parking designation and further amends the Code to only require Council approval of prohibited parking designations on streets and rights-of-way, not in parking lots.

Also, SCC Section 10.20.030.A, is amended to also delegate authority to erect restrictive parking signs anywhere and prohibited parking signs in parking lots to the City Engineer in addition to the City Manager.

In one recent example, City staff has proposed adding prohibited parking signs to Lot 8 (Fire Station Lot on the south side of Forest Road in Uptown) parking along the west wall that is within an ingress/egress easement for the private residential property behind the parking lot (where the City enforcement truck is parked as an example). This is an area were cars frequently park despite there not being any parking stripes:



Currently, City Council would have to approve those new no parking signs by resolution before those no parking signs could be placed and enforce in the area along that wall. The proposed amendment would delegate that authority to the City Manager and City Engineer.

The proposed amendment also updates the Council approval of all current prohibited parking signs in place as of November 14, 2023.

Per SCC Section 2.25.040, two public meetings are not required to adopt this ordinance as it consists of amendments to the existing ordinance codified as Section 10.20.030, and is not a "new ordinance."

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No – X Not Applicable**

Board/Commission Recommendation: ☐**Applicable – X Not Applicable**

Alternative(s): Council could not adopt the proposed ordinance clarification which would require staff to bring every restrictive parking sign to City Council for approval in a resolution.

I move to: adopt Ordinance No. 2023-____, an ordinance of the City of Sedona, Arizona amending Sedona City Code Chapter 10.20 (Parking), Section 10.20.030 (Parking restricted or prohibited – Authority to Erect Signs); providing for a savings clause; and providing for repeal of any conflicting ordinances.

ORDINANCE NO. 2023-___

AN ORDINANCE OF THE CITY OF SEDONA, ARIZONA, ADOPTING AN AMENDMENT TO THE CITY CODE TITLE 10 (VEHICLES AND TRAFFIC), CHAPTER 10.20 (PARKING) BY AMENDING SECTION 10.20.030 (PARKING RESTRICTED OR PROHIBITED – AUTHORITY TO ERECT SIGNS); PROVIDING FOR PENALTIES, A SAVINGS CLAUSE, AND FOR REPEAL OF CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS the City deems it necessary to adopt certain regulations regarding adoption of new ordinances for the welfare of the City residents.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1. Amendment of Sedona City Code Title 10 (Vehicles and Traffic), Chapter 10.20 (Parking), Section 10.20.030 (Parking Restricted or Prohibited – Authority to Erect Signs).

Chapter 10.20 (Parking) of the City Code of the City of Sedona, Section 10.20.030 (Parking Restricted or Prohibited – Authority to Erect Signs) is hereby amended as follows:

10.20.030 Parking restricted or prohibited – Authority to erect signs.

A. Pursuant to A.R.S. Section 28-627(A)(1) (as amended), the city is hereby authorized to impose restrictions on parking in public areas (rights-of-way, parks, city facilities, and United States Forest Service parking lots within City limits) and private areas where spaces have been designated for public use through agreements with property owners. Other than for prohibited parking designations on city streets and rights-of-way as described in subsection (B) of this section, the city council delegates the authority to the city manager or city engineer to make restrictive designations and prohibited parking designations in parking lots. The city engineer may have signs or markings installed that prohibit, limit, restrict, or regulate the time, place, or method of parking in restricted areas. These areas will be posted with notice of the restrictions. When such signs are in place, a vehicle shall not be parked in violation of the prohibition, limitation, restriction, method of parking, or regulation designated by said signs or markings. It is a civil traffic violation to park within a restricted area described in this section, except for emergency or government vehicles on official business.

B. Prohibited parking designations on city streets and rights-of-way shall not become effective until such prohibited parking area is specifically designated by resolution of the council and signs have been erected as authorized by this section; provided, that all signs prohibiting parking in place as of ~~March 22, 2022~~ November 14, 2023, are hereby ratified and approved as so placed. It is a civil traffic violation for any person to stop or stand a vehicle in disobedience of such parking prohibition.

C. The city engineer, upon an effective designation described in subsection (A) or (B) of this section, may erect signs notifying drivers that parking is prohibited, or restricting parking in any way that may be necessary. For the purposes of subsection (A) or (B), prohibited parking designations means no

parking at any time, and restrictive designation means a limitation on parking hours, day, vehicle type, method, or similar regulation on parking less than a complete prohibition.

Section 2. Savings Clause

Except to the extent expressly amended hereby in subsections (A), (B), and (C), Section 10.20.30 shall remain in full force and effect. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance.

Section 3. Repeal

All other code provisions, ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict as of the effective date hereof.

Section 4. Effective Date

The effective date of this Ordinance shall be 30 days following adoption by the City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 14th day of November, 2023.

_____
Scott M. Jablow, Mayor

ATTEST:

_____
JoAnne Cook, CMC, City Clerk

APPROVED AS TO FORM:

_____
Kurt W. Christianson, City Attorney

CITY COUNCIL AGENDA BILL

AB 3017
November 14, 2023
Consent Items

Agenda Item: 3f
Proposed Action & Subject: Approval of a Class A Bingo License for Mooney's Shebeen LLC, dba Mooney's Irish Pub located at 671 SR 179, BST 3&4, Sedona, AZ.

Department	City Clerk
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	None
Exhibits	Bingo License Application is available for review in the City Clerk's office.

City Attorney Approval	Reviewed 11/06/2023 KWC
City Manager's Recommendation	Recommend approval of a Class A Bingo License for Mooney's Shebeen LLC dba Mooney's Irish Pub located at 671 SR 179, BST 3&4, Sedona, AZ.

Expenditure Required	
$	N/A
Amount Budgeted	
$	N/A
Account No. (Description)	
Finance Approval	☒

Background: State Department of Revenue Bingo Section laws require Sedona's City Council to forward a recommendation for approval or denial of applications for bingo licenses.

The City received an application for a Class A Bingo License for Mooney's Shebeen LLC dba Mooney's Irish Pub located at 671 SR 179, BST 3&4, Sedona, AZ, 86336. A Class A Bingo License cannot exceed $75,000 per year in gross receipts and they are taxed at 2.5 percent of their adjusted gross receipts. The application is available for review and inspection in the City Clerk's office.

If approved, Bingo will be held every Tuesday night between the hours of 7:00 p.m.-11:00 p.m. The application states they do not allow anyone under 21 years of age onto their premises, and that this event is intended to be a "fun" event for locals who complain there is nothing to do in town. They plan to donate Bingo receipts to local charities.

Community Development, Finance, the Sedona Police Department (SPD), and Sedona Fire District (SFD) have conducted a review of the application. No objections regarding its approval were noted.

All bingo licenses expire one year from the date of issue. To continue conducting live bingo games, the applicant must renew their license prior to the expiration date pursuant to A.R.S. Sections 5-403(C) and 5-410.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Recommend denial of a Class A Bingo License for Mooney's Shebeen LLC dba Mooney's Irish Pub located at 671 SR 179, BST 3&4, Sedona, AZ, 86336. Reason for a recommendation of denial would need to be specified.

I move to: recommend approval of a Class A Bingo License for Mooney's Shebeen LLC dba Mooney's Irish Pub located at 671 SR 179, BST 3&4, Sedona, AZ.

CITY COUNCIL AGENDA BILL

AB 2997
November 14, 2023
Appointments

Agenda Item: 4a
Proposed Action & Subject: Discussion/possible action regarding the appointment/reappointment of Planning & Zoning Commissioners.

Department	City Clerk
Time to Present	2 minutes
Total Time for Item	5 minutes
Other Council Meetings	N/A
Exhibits	A. Applications

City Attorney Approval	Reviewed 11/06/2023 KWC	**Expenditure Required**	
		$	0
City Manager's Recommendation	N/A	**Amount Budgeted**	
		$	0
		Account No. (Description)	N/A
		Finance Approval	☒

Background: The Planning & Zoning Commission advertised seeking applicants to fill two (2) open seats on the Commission with an application deadline of August 28, 2023. The vacancy is the result of two (2) current member terms approaching expiration. A total of four (4) applications were received for the vacancy, including one (1) incumbent.

The Selection Committee, made up of Mayor Scott Jablow, Vice Mayor Holli Ploog, and Chair Kathy Levin, interviewed the applicants on October 18, 2023 and unanimously recommended the reappointment of Kali Gajewski and the appointment of Jo Martin to seats on the Planning & Zoning Commission. The terms will begin on November 1, 2023 and end October 31, 2026 or until a successor is appointed, whichever is later.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Council may request that the vacancies be reposted.

I move to: reappoint Kali Gajewski and appoint Jo Martin to seats on the Planning & Zoning Commission for terms that will begin on November 1, 2023 and end October 31, 2026, or until a successor is appointed, whichever is later.

P and z application

Kali Gajewski <[redacted]>
Wed 8/23/2023 9:12 AM
To:City Clerks Dept <CityClerksDept@sedonaaz.gov>

Hi!

I would like to reuse my application and reapply for planning and zoning for another term. Can you please confirm you received this?

Best,

Kali Gajewski
Founder and Beer Advocate | Sedona Beer Company

sedonabeerco.com

RECEIVED

AUG 20 2020

CITY OF SEDONA
CITY CLERK'S OFFICE

PLANNING AND ZONING COMMISSION APPLICATION

reapply 8/23/23

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL INFORMATION REQUESTED ON THE APPLICATION.

Resume Attached: Yes ☐ No ☐

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Kali Gajewski [redacted]

MAILING ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip)

[redacted]

HOME ADDRESS: _____
(Street or P.O. Box) (City) (State) (Zip)

[redacted]

PHONE: Home: _____ **Work:** _____ **Cellular:** _____

[redacted]

EMAIL: _____

Are there any days you will not be available for an interview?
Thursdays and Mondays

Sedona residency is a requirement to serve on the Planning and Zoning Commission.
Do you live within the incorporated boundaries of the City of Sedona? Yes [x] No ☐

If so, for how many years? 20

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes ☐ No [x] If so, for which board/commission and for what length of term?

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

I am a local business owner who has gone through the P and Z process with my business. I also was born and raised in Sedona, letting me have a historical view of the city and what may have seemed to work well and not so well in the past. I have a Masters Degree from the University of Denver School of Social Work with a focus on ethics. This educational expereicne helps me critically think and discuss impacts of decisions made on more marginalized communities that may be left out of the conversation.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

I am trained to help people express themselves and create consensus and work through conflict as a social worker. I know how to take an impartial stance and look at problems from a variety of ways. I would be an asset to the committee by being a stable force that hopefully will bring calm to intense discussions. I also hope to bring a perspective of knowing Sedona historically while also have recently lived in other areas that are doing interesting things, and bring some of the ideas that worked else where back to Sedona.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

Meetings, discussions, and conversations about goals. I would expect to work with City staff to help move Sedona forward in the cities and communites goals.

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

I have lived in the desert my whole life, where I have seen the impact of heat, drought, climate change, and land devlopment. My partner is also an Engineer whos work was in water, wastewater, and other enviormentally focused projects that give me insight to both the impact and the challenges of these devlopments.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

Housing, climate change, change in demographics, transporation, and lack of availible land.

What do you hope to accomplish as a Planning and Zoning Commission member?
To participate in the planning process and impact the future of Sedona. To participate in the conversation and help understand what is going on in the city.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?
Yes

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?
Yes

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.
The community plan is about the large plan for the city of Sedona, and its goals for the future. The land devlopment code is about how the land in sedona can be used, and which rules they must follow in p and z. The manual ha ssupporting materials to the Land Development Code including submittal requirements, design guidelines, and technical engineering standards.

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?
Based on knowing the above, and making the best choice for the community and enviornment.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?
Depends on the proposal, I may choose to excuse myself from the vote. Otherwise I will make sure that I am able to follow the code, and do my best to find the bridge between my personal support and the Community Plan.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

Re: Recommendation Letter for Kali Gajewski
Recommended by Chris Nichols, Uptown Sedona resident

I've known Kali Gajewski for many years and am delighted to write this letter of recommendation for her inclusion on the Planning and Zoning Commission.

Kali occupies a unique and important role in our community. As a resident of West Sedona and a new business owner in Uptown Sedona, she offers broad and important insights about our town from a variety of perspectives. She recently navigated planning and zoning ordinances and processes to establish her business and as an area home owner she's similarly impacted by PZC policies. Her real-world experience with planning and zoning rules make her an especially strong candidate for this position and adds depth to the team.

Beyond the perspective she brings, Kali has the tools to be successful in this position. Her interpersonal skills, oral and written communication skills, listening skills, and analytical abilities align with the commission's purpose. She has the capacity to help guide Sedona's PZ strategy into the future and improve our implementation processes today. It's a big job and Kali has proven to be a highly capable and effective entrepreneur and professional.

She's known for her community engagement, leadership, management experience, and ability to find and broker creative solutions to challenging problems. She encourages excellence and sets a good example with her character and intellectual ability. Even more important, Kali has an ability to translate her thoughts, knowledge, and experience in an approachable way. She has an open and inclusive style, high standards, and a knack for making consensus reachable. I feel very fortunate to know Kali and have been touched and motivated by her character and abilities.

I'm hopeful that the qualities that make Kali so valuable to the community will encourage you to choose her for this position.

Thank you.

Chris Nichols

RECEIVED
AUG 23 2023
CITY OF SEDONA
CITY CLERK'S OFFICE

PLANNING AND ZONING COMMISSION APPLICATION

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE FILLING OUT YOUR APPLICATION – TYPE OR PRINT CLEARLY IN INK ONLY.

All requested information must be furnished. If an item does not apply to you, or if there is no information to be given, write in the letters "N/A" for "Not Applicable".

A RESUME MAY BE SUBMITTED, HOWEVER, YOU MUST COMPLETE ALL INFORMATION REQUESTED ON THE APPLICATION.

Resume Attached: Yes ☑ No ☐

All information submitted in this application is public information and subject to disclosure in response to a public records request.

APPLICANT'S NAME: Jo Martin

MAILING ADDRESS: [redacted]
(Street or P.O. Box) (City) (State) (Zip)

HOME ADDRESS: [redacted]
(Street or P.O. Box) (City) (State) (Zip)

PHONE: Home: n/a **Work:** n/a **Cellular:** [redacted]

EMAIL: [redacted]

Are there any days you will not be available for an interview?

N/A

Sedona residency is a requirement to serve on the Planning and Zoning Commission.
Do you live within the incorporated boundaries of the City of Sedona? Yes ☑ No ☐

If so, for how many years? 2.5 yrs

Have you previously been appointed by the City of Sedona to any position or commission/board other than the one for which you are currently applying?

Yes ☐ No ☑ If so, for which board/commission and for what length of term?

In answering the following questions, if more space is required, please attach a separate sheet of paper.

Qualifications – Please indicate your qualifications, experiences, employment history, etc. that you feel are relevant and qualify you for this appointment.

I have extensive civic experience serving on numerous City of Mesa advisory boards, non-profit boards, and Chamber of Commerce boards/committees. My work with the City Boards, non-profits and the Chamber of Commerce allowed me several opportunities to work with city staff and community members to suggest and implement processes, and programs that contributed to the betterment of my community. My broad experience exposed me to several subgroups that contribute to the definition of community. By example, Chamber work, allowed me to work with businesses and the State Legislature; the United Food Bank gave me the opportunity to work with the hunger insecure population and those who assist those in need; City of Mesa Advisory Boards/Committees to allowed me to work with city staff, consultants, and the residents and visitors to the city.

What skills do you believe you possess that would enable you to help to achieve consensus on issues?

Due to my work and volunteer experience, I have learned that everyone wants to be listened to, heard, appreciated, and acknowledged. Recognizing opinions may not be the same but understanding that compromising to meet in the middle to reach a goal, is for the best of the citizens of Sedona, is my method of coming to consensus. To get there, I utilize the skills of listening, empathy, understanding, and confidence.

What are your perceptions of the duties, responsibilities, and role of the Planning and Zoning Commission?

My perception of a Commissioner is to act as a representative of the citizens of Sedona, to ensure that the intent of the Community Plan and the Land Development Code are being implemented to the expectation of the residents. This is done by being present and prepared for Commission hearings and community outreach events, (i.e. Community Plan Events).

What experience and special skills would you bring that would demonstrate an understanding of the potential impacts, both positive and negative, of land development, i.e., environment, aesthetics, economics, transportation, storm-water/drainage, parking, etc.?

During my tenure with the Parks, Recreation, and Facilities Advisory Board, we designed, opened, and redesigned several parks. To get there, the board was a part of the discussions on property purchase, land development, environmental impact, parking, drainage, etc. This process not only used city staff, but also several community meetings were held and resident input was gathered. Mesa is unique in that the Parks and Rec also oversaw the City of Mesa owned facilities. The board was often soliticated for advice on the renovation and acquisition of city property. When I moved to Sedona I became involved in the HOA of Les Springs and signed on the Infrastructure Committee. This Committee deals with facilities, roadways, the water system, and drainage in Les Springs.Through this committee and being on the board of directors, I have been exposed to several Sedona related issues, such as environment, forest lands, traffic, tourists, and drainage.

What do you believe are the major land use and/or planning issues facing the Planning and Zoning Commission and the City at this time?

I believe the major issues facing Sedona for land use are affordable housing, vacation rentals,OHV's, environmental, and water conservation. Not having affordable housing hurts our community by not having housing for the people who work in Sedona and for families to live in Sedona. Having a unnecessarily large number of vacation rentals impacts our community by not having enough housing for workers and families, and creates an overburden on our infrastructure. OHV's, if not regulated, also puts undo pressure on our infrastructure and creates noise and dust pollution. Environmental, in regards to keeping Sedona a beautiful, clean, and precious place to live and visit. The floods this past spring, remind us that as we develop the last parcels in Sedona, that we cannot become complacent in drainage oversight. Water conservation is a topic that has been apart of Arizona history for decades. We are lucky that Arizonans in the past have put water conservation as a priority and us Arizonans of the future are continuing their work, as seen with City of Sedona's recent analysis of natural grass verses artifical grass.

What do you hope to accomplish as a Planning and Zoning Commission member?

I hope to be able to direct growth that best fits the Community Plan. I truly believe that the community plan is what the residents of Sedona want for their city. I am of the opinion if the City is requesting community input and a plan is developed, then the City should try to abide by that plan to the best if its ability.

If appointed to the Planning and Zoning Commission, are you willing to serve the full term of the appointment?

Yes.

Have you read the Sedona Community Plan, Land Development Code, or the Design Review Manual?

I have reviewed the Community Plan and the Land Development Code. I am familiar with parts of the old Design Review Manual.

Explain the differences between the Sedona Community Plan, the Land Development Code, and the Design Review Manual.

I spoke with Cari Meyer to discuss this question and I learned that the Design Review Manual has undergone a revision and some items were placed in the Land Development Code. Community Plan is a plan that is re-evaluated and updated every 10 years. This plan incorporates community feedback and is the roadmap for future development. The Land Development Code is the rules and guidelines for build/development.

As a Planning and Zoning Commissioner, how will you make your decisions about a proposal or planning issue?

I would make my decisions based on city staff recommendations, community input, commissioners' input, information supplied by the developer, and utilizing the Community Plan and Land Development Code.

If you are appointed as a Planning and Zoning Commissioner and you are faced with a proposal that is supported by the Community Plan and applicable zoning codes, but you have reservations or do not personally support the proposal, what would you do?

I would approach the issue with the same governance as I stated above, by listening, respecting others' opinions, clearly stating my concerns, and find a way to come to consensus.

Thank you for your interest in serving on the Planning and Zoning Commission. Please return your completed application to the City Clerk's office located at 102 Roadrunner Drive, Sedona Arizona. If you have questions about the application and selection process the City Clerk's office is glad to assist you, please call 282-3113. For questions about the Planning and Zoning Commission, please contact the Community Development Department at 282-1154.

Jo Martin

[redacted]

Successful business owner with a mission of supporting small businesses to create a sustainable economy within my community. Utilizing my skills as a volunteer to support my community by addressing the needs of those who reside, work, and visit Sedona.

EXPERIENCE

TM3 Consulting (TM3Consulting.com) 2004 – Present

- *Owner*
  - Providing accounting, business growth, and strategic services for small businesses.

EDUCATION

University of Illinois, Urbana-Champaign, Illinois 1992

- B.S., Psychology

Arizona Real Estate License 2004-2012

VOLUNTEER EXPERIENCE

Les Springs HOA July 2021 to Present

- Member of the Board of Directors Jan 2022-Present
  - Treasurer Jan 2022-Present
- Member of the Infrastructure Committee
  - Chair May 2022-Present
- Member of the Budget Committee

City of Mesa Parks and Recreation Advisory Board 2016 to July 2022

- An appointed position by the City Council that assists the Parks, Recreation and Community Facilities Department in supporting their mission of contributing to a healthy and vibrant community by providing exceptional experiences and services to those who live, work, and play in Mesa.
- Chairwoman July 2018 – 2020

City of Mesa Redistricting Commission April 2021 to November 2021

- The Mesa City Council appoints a five-member commission composed of Mesa residents to draw the new council district boundaries. The Commission has received training from national experts in redistricting and they consider both qualitative and quantitative data, including 2020 U.S. Census data, to redraw city council boundaries.
  - Commissioner

City of Mesa Imagine Mesa Advisory Committee 2017

- An appointed position by the City Council to a committee that worked with the citizens of Mesa and solicited ideas about what their vision was for the city. After receiving input, the committee met and developed recommendations and presented those to the City Council. The result of the committee's work assisted in developing relationships and development that contribute to the "best of" for the city.

United Food Bank, Mesa, Arizona 2005-2018

- Serving on the Board of Directors, including time as the Chairwoman of the Board, Vice Chair, Secretary, and Treasurer.

Apache Junction Chamber of Commerce, Apache Junction, Arizona 2002-2009

- Serving on the Board of Directors, including time as Chairwoman of the Board, Vice Chair, Treasurer/Secretary.

Mesa Leadership Training and Development, Mesa, Arizona 2001-2005

- Graduate of the Class of 2000. Also serving on the Board of Directors including time as Curriculum Chair and Treasurer.

Alpha Phi International Fraternity, Evanston, Illinois 1993-2008

- Various volunteer roles that geographically spanned the Phoenix area, Western Region of the United States, and Internationally.

CITY COUNCIL AGENDA BILL

AB 3010
November 14, 2023
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action regarding an update on the build out of Ranger Station Park and approval of Linking Agreement for Purchase of Playground Equipment and Installation in the approximate amount of $478,300, subject to approval of the written contract by the City Attorney's Office.

Department	Public Works/Parks & Rec/Community Development
Time to Present	10 minutes
Total Time for Item	20 minutes
Other Council Meetings	NA
Exhibits	A. Linking Agreement B. Playground Quote

City Attorney Approval	Reviewed 11/06/2023 KWC
City Manager's Recommendation	Recommend approval of purchase and installation of Ranger Station Playground structures at the Ranger Station Park in the approximate amount of $478,300.

Expenditure Required	
$	Approx: $478,300 (amount will change with requests for design changes and inclusion of labor/rubber surfacing)
Amount Budgeted	
$	924,000 (approximate remaining available balance)
Account No. (Description)	22/46-5242-89-68A8/68A9/68AA/68AB/68AC (PR-03C Ranger Station Park Buildout)
Finance Approval	☒

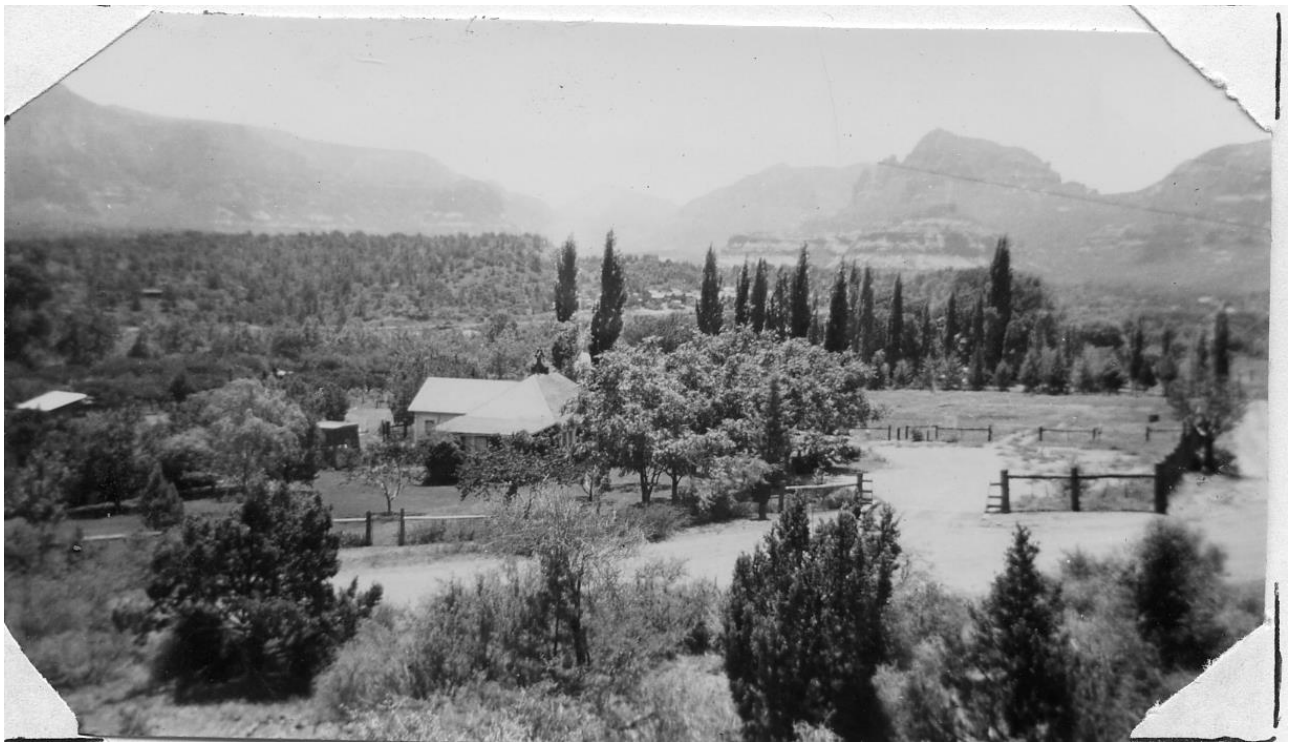
Background: The City purchased the 3.5 acre "Old Ranger Station" at 250 Brewer Road in 2014 to preserve the historic buildings. Through a subsequent master planning effort for the site, it was determined that the property would be developed into a community park. The master plan reflects the future community vision for this property. The project buildout has been accelerated at the request of the City Council. This project follows the intent of the master and concept plan, as reasonably feasible, as we begin developing the grounds to serve multiple

purposes for as wide a range of interests and activities as possible. Some adjustments have been made through the design process and are described further below.

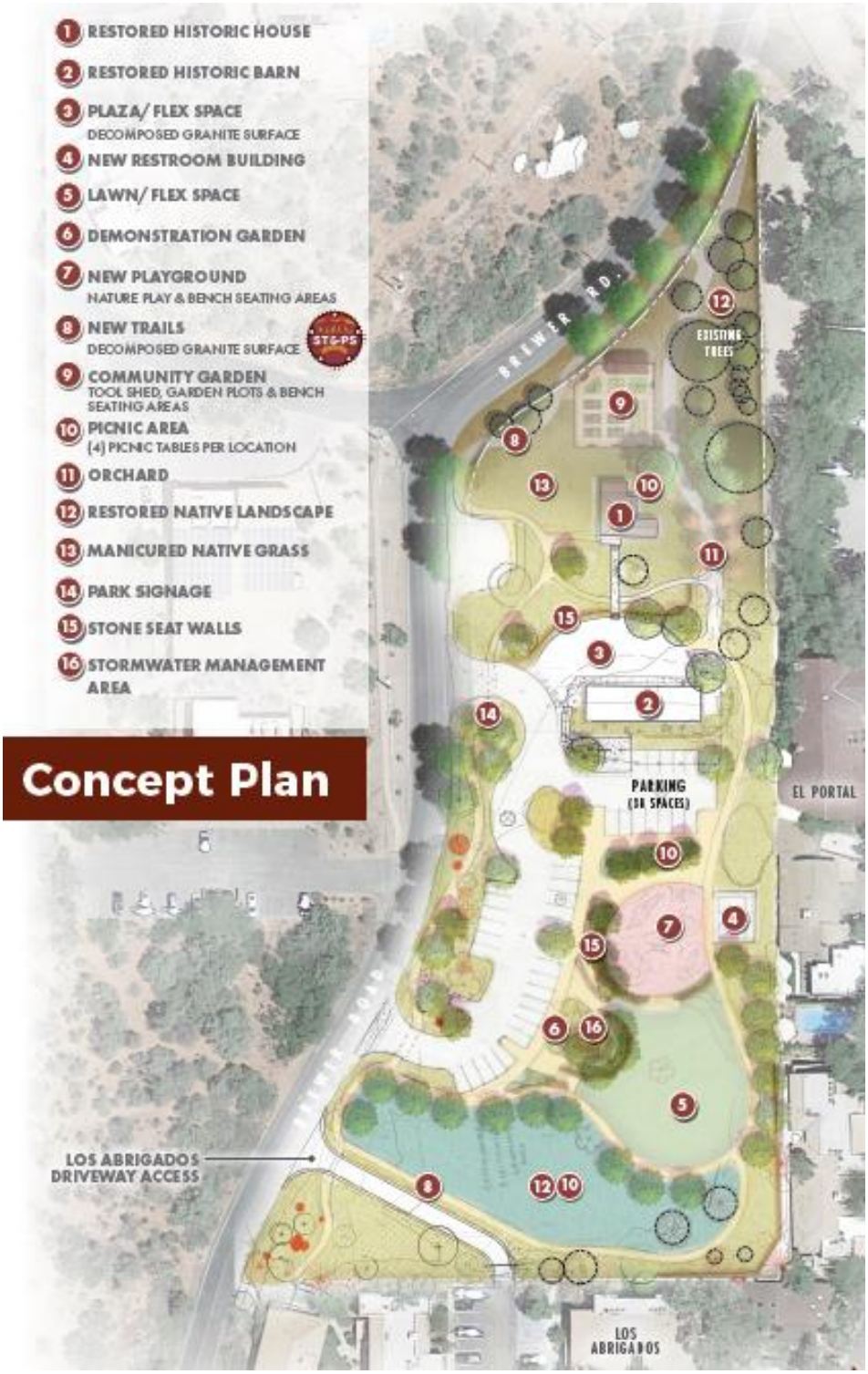


Park Improvements to Date:

- 2014 Demolition of Non-Historic Structures
- 2016 Hazardous Materials Abatement
- 2016 Ranger Station Park Master Plan
- 2017 Barn Roof Replacement
- 2018 Partial Shared Use Path
- 2018 Sewer/Water Line Extensions
- 2020 Electrical Panel Install
- 2022 House & Barn Exterior Renovation
- FY23 & 24 Complete Build Out of Concept Plan
- FY24 House & Barn Interior Renovation



Historic photo looking down on the property, over the house, towards the southeast.



- Playground - The proposed area for the dedicated playground portion of the Ranger Station Parks is an oval-shaped area approximately 55 feet wide and 70 feet long. The play structures are designed to be natural with a historic feel to blend in with the landscape of the Ranger Station Park. They are being designed by Sedona Parks & Recreation working with Kompan & PlaySpace Design to engage kids in activities that develop body, mind, and friendship while immersing them in nature-based play. These sole-source, custom designed Robinia Wood features are beautiful structures creatively designed and loaded with play opportunities created to represent the historical significance of the Sedona Ranger Station. The unique Javelina play structures will be family favorites in

this creative space immersed in the Ranger Station Park. Kids will be able to play on the Ranger Jeep in addition to the unique swings after climbing and exploring the Javelina structures unique only to Sedona.
Example features include:

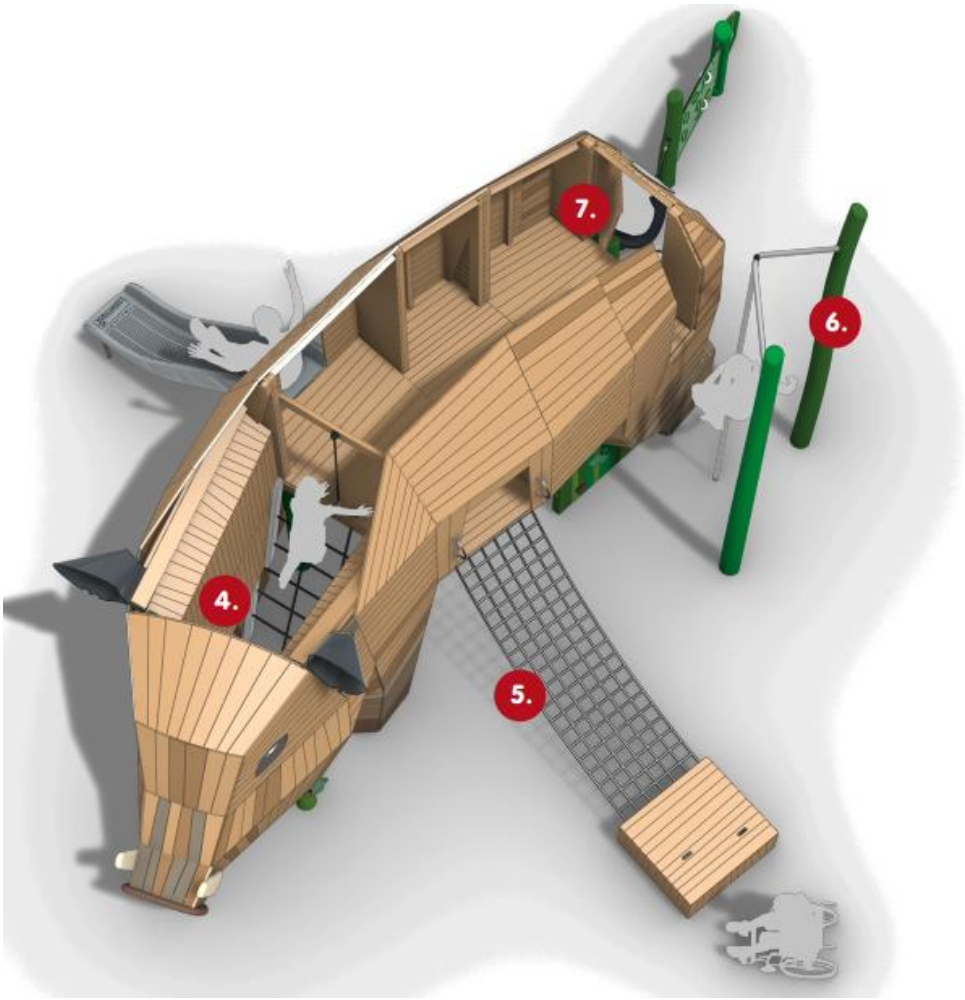
- Ranger Jeep geared towards children 2-5 years old for role-play and motor skill development.
- Large climbable Robinia Wood Javelina mother with various climbing features and slide.
- Baby Javelina made from Robinia Wood with rock climbing grips and various play features including a swinging hammock.
- Birds nest swing
- Slides and climbing features immersed into retention basins.



Historic photo of barn, date unknown

In addition to the playground space, we will also utilize the natural landscape throughout the stormwater retention area to add immersive play features for children to include slides, climbing post piles, and other nature-based landscape structures. By creating this natural-themed play area, we are surrounding the youth of Sedona in the history of our area and equipping them with play equipment that enhances their play experience with features loaded with play opportunities that challenge their minds and bodies to climb, balance, leap, build, swing, and imagine the possibilities of play.




7.
6.
4.
5.









Budget:

The currently approved budget for construction of the park as a whole in FY 24 is $1,645,000.

The purchase price for the playground features, installation, and playground surfacing is $478,300.

Schedule:

- Upon Council Approval – the playground can be ordered by December 1st. It will then take 16 weeks for Kompan to build the javelina's and have them shipped. Installation would then be estimated for late April 2024 with playground surfacing to follow. Target date for playground to be fully completed and opened in early May 2024.



Recent drone photo of site illustrating exterior rehabilitation complete



Current site plan, see Exhibit B for additional information

Climate Action Plan/Sustainability Consistent: ☒**Yes -** ☐**No -** ☐**Not Applicable**

Kompan playgrounds are built out of Robinia Wood with no chemicals or additives from Black Locust Trees which are among the fastest growing trees in the world and are maintained through Sustainable Forestry and replanted as soon as they are taken down.

Alternative(s): N/A

I move to: Approve the Linking Agreement for the purchase and installation of Ranger Station Playground structures in the amount of $478,300, subject to approval of the written contract by the City Attorney's Office.

LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
PLAYSPACE DESIGNS and KOMPAN INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 14 day of November, 2023, between the City of Sedona, an Arizona municipal corporation (the "City"), and PlaySpace Designs and Kompan Inc. an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. SCC Section 3.05.020.C. permits the City to procure goodsand services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

B. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was November 14, 2023, until the date the contract expires on August 1st, 2024 unless theterm of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond _____. The initial period of this Agreement, therefore, is the periodfrom the Effective Date of this Agreement until August 1st, 2024. The City may renew the term of this Agreement for ___ (__) additional one-year periods under the Cooperative Purchasing Agreement between Mohave and the Contractor, until the Cooperative Purchasing Agreement expires on _____. Renewals are not automatic and shall only occur if the Citygives the Contractor notice of its intent to renew. The City may give the Contractor notice ofits intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed _____ dollars ($_____) annually or _____ dollars ($_____) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be canceled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually ,with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor ,with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties'respective authorized representatives at the address listed below:

City of Sedona
c/o
102 Roadrunner Drive
Sedona, Arizona 86336
Phone: 928-204-7127

AND

PlaySpace Designs Inc

c/o
5698 Shady Farm Lane
Murray, UT 84107
Phone:801-274-0212

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

CONTRACTOR:

PlaySpace Designs and Kompan Inc.

By _____
Its _____

CITY:

CITY OF SEDONA, a municipal
corporation of the State of Arizona

_____
City Manager

Attest

_____
City Clerk

Approved as to Form:

_____
City Attorney

LINKING
AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
PLAYSPACE DESIGNS & KOMPAN, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Goods and services shall be purchased in accordance with the terms and conditions of the Mohave Educational Services, Inc.

Contractor shall be paid upon completion of the contracted scope of work and quote provided and following the City's receipt of a properly completed invoice.

Invoicing: Contractor to provide invoice(s) to City of Sedona authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Sedona Finance Department. Any issues regarding billing or invoicing must be directed to the City of Sedona Public Works Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Service addresses, contract number, and purchase order associated with the contract;
j. Applicable Taxes;
k. If applicable, mileage or travel costs; and
l. Total amount due.

Payment of Funds: Payment will be made upon completion of work within thirty (30) working days through a traditional method of a check from invoice(s) provided by the Contractor.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project are estimated to be $_____ annually or $_____ for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor shall use these pricing sheets to formulate a written quote for each project. Each project shall be quoted in writing and shall be reviewed by an authorized City of Sedona representative who shall verify that it meets the contractual pricing before any work begins.

Once a project has been completed, Contractor shall provide a detailed invoice to the City of Sedona. All invoices must match the quote provided and be confirmed by the City of Sedona authorized representative prior to paying.

QUOTE

5698 S Shady Farm Lane
Murray, Utah 84107
801-274-0212

Quote Number:
00003660

Created or Revised Date:
10/24/2023

Expiration Date:
2023-12-31

Prepared By:
Jeff Anderson
jeff@goplayspace.com

Project Name	Sedona Historic Ranger Station Park
Location	Sedona, AZ
Payment Terms	50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Color	Install Type	Unit Price	Extended Price
1	Kompan	Baby Javalina	Robinia Sculpture Baby Javalina	TBD	In Ground	$70,000.00	$70,000.00
1	Kompan	Mama Javalina	Robinia Sculpture Mama Javalina	TBD	In Ground	$215,000.00	$215,000.00
1	Kompan	NRO563	Jungle 4 x 4	TBD	In Ground	$22,160.00	$22,160.00
1	Kompan	NRO826-0801	CRAWLING PYRAMID	TBD	In Ground	$4,620.00	$4,620.00
1	Kompan	NRO911-1112	SINGLE SWING W/BASKET Ï120,IG IG110, Brown	TBD	In Ground	$6,360.00	$6,360.00
1	Kompan	PSF - K	PS Freight Kompan		Freight	$46,800.00	$46,800.00

Total Cost	$364,940.00
Tax Percentage	9.85%
Sales/Use Tax	$31,336.79
Grand Total	$396,276.79

Accepted By:_____

Shipping Contact Name:_____
Joshua Frewin

Shipping Contact Cell No.:_____

Accepted Date:_____

Ship to Address:_____

City, State, Zip Code:_____

Quote will be changing with a few modifications to playground as well as inclusion of playground rubber surfacing into final quote, that we are waiting to receive, estimated to be approximately $478,300

CITY COUNCIL AGENDA BILL

AB 3013
November 14, 2023
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action regarding the award of a construction contract to Combs Construction Company, Inc. for the Uptown Northbound Roadway Improvements Project, SIM-1B, in the approximate amount of $4,468,058, subject to approval of the written contract by the City Attorney's Office.

Department	Public Works
Time to Present **Total Time for Item**	5 min
Other Council Meetings	N/A
Exhibits	A. Linking Agreement – Combs Construction and COS B. Master JOC Contract – Combs Construction and City of Peoria. C. Cost Proposal for SIM-1B from Combs Construction.

City Attorney Approval	Reviewed 11/06/2023 KWC
City Manager's Recommendation	Approve the award of a construction contract to Combs Construction Company, Inc. for the Uptown Northbound Roadway Improvements Project, SIM-1B, in the amount of $4,468,058

Expenditure Required	
	$ 4,468,058 (FY2024)
Amount Budgeted	
	$ 2,139,700 ($1,373,339 remaining available for construction in FY2024 and $740,110 for construction in FY2025)
Account No. (Description)	22/48-5320-89-68B7 (SIM-01b Uptown Northbound Improvements)
Estimated Available Budget Capacity Options	
	$ 3,100,000 (estimated minimum available for FY2024)
Account No. (Description)	22/48-5320-89-6872 (SIM-05b Forest Road Connection)
Finance Approval	☒

Background:

This project is associated with the Sedona Transportation Master Plan (TMP) – followed by traffic modeling efforts leading to the design of the subject project, Sedona-in-Motion (SIM-1B), intended to improve the capacity, and thereby level-of-service, for the northbound flow of traffic into the Uptown area.

Upon completion of the final design plans we initially advertised for construction contract bids on July 5th, 2023, and although we had a pre-bid conference that was attended by five potential bidders, only one firm (Banicki Construction) chose to submit a bid. We rejected this bid and advertised for a re-bidding of the project after adding some design clarifications in the bid documents. This second bidding process resulted in two bids being submitted (Banicki Construction and Standard Construction). These two bids were within one percent of each other, indicating some confirmation of what the current market is for our region, but significantly higher than our Engineer's Opinion of Probable cost (EOPC). We felt that these two bids were too far over budget to move forward. These bids, as tabulated below, were therefore rejected:

	Standard Construction (Re-Bid Process)	Banicki Construction (Re-Bid Process)	Engineer's Opinion of Cost
Base Bid – Phase 1	$2,090,864.50	$2,123,126.00	$1,563,900.00
Base Bid – Phase 2	$2,419,049.00	$2,215,436.00	$1,933,900.00
Alternative A Bid	$195,950.00	$308,500.00	$198,000.00
Total Bid	$4,705863.50	$4,647,062.00	$3,696,300.00

In seeking more competitive bids to deliver this project, PW staff sought quotes from two other contractors through already established JOC's; that is, Job Order Contracts competitively assembled by other municipalities that the City of Sedona can "piggy-back" onto through a simple "cooperative purchasing" linking agreement. The results of these additional bids are tabulated below.

	Combs Construction (JOC Quote)	Nesbitt Construction (JOC Quote)	Engineer's Opinion of Cost
Base Bid – Phase 1	$1,791,168.97	Incomplete Bid	$1,563,900.00
Base Bid – Phase 2	$2,442,588.60	Incomplete Bid	$1,933,900.00
Alternative A Bid	$234,300.00	Incomplete Bid	$198,000.00
Total Bid	$4,468,057.57	Incomplete Bid	$3,696,300.00

The bid from Nesbitt Construction is shown as incomplete because they were unable to obtain certain subcontractor quotes in time to meet our procurement deadline. Nevertheless, the items they did bid on were competitive and close to the lowest, compliant bid from Combs Construction. Staff recommends the awarding of this contract to Combs Construction based on their bid of $4,468,057.57. Acceptance of this bid represents a saving of $179,000 when compared to the low bid resulting from our conventional bidding process. It is some 20 percent higher than the Engineer's Opinion of Probable Construction Cost, but the results of our four-month effort to obtain competitive bids have clearly demonstrated the current nature of the civil construction industry in this region.

Climate Action Plan/Sustainability Consistent: ☒**Yes -** ☐**No -** ☐**Not Applicable**

In the Climate Action Plan, transportation-related desired actions include pedestrian infrastructure and reduced congestion. Identified strategies include developing and maintaining a safe, convenient, and effective system for walking with increased connectivity and other active forms of transportation. This project addresses those desired actions and strategies. Improved walkability reduces reliance on vehicular travel. The Forest Road traffic light intersection improvements with additional travel lane storage and merging elements of this project help improve the interaction between pedestrian and vehicular traffic, improving safety and reducing congestion which minimizes wasteful vehicle operations.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternatives:

[redacted]

I move to: approve the awarding of a construction contract to Combs Construction Company, Inc. for the Uptown Northbound Roadway Improvements Project in the approximate amount of $4,468,058, subject to approval of the written contract by the City Attorney's Office.

LINKING
AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
COMBS CONSTRUCTION
COMPANY, Inc.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this date, _____ (the "Effective Date"), between the **City of Sedona**, an Arizona municipal corporation (the "City"), and **Combs Construction Company** ("Contractor"), collectively, the "Parties."

RECITALS

A. On January 26, 2023, the City of Peoria, Arizona, entered into Extension #1 of a Job Order Contract with Combs Construction Company, Inc., for the provision of construction services (Contract Number ACON02322). This "Cooperative Purchasing" agreement, is attached hereto as **Exhibit A**, and permits its cooperative use by other governmental agencies including the City of Sedona.

B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

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

AGREEMENT

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

1. Term of Agreement. The City is purchasing services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, services may be provided to governmental entities throughout the term of the contract, from February 1, 2023 to January 31, 2024, and up to 48 months later in the case of annual supplemental periods of extensions of the Cooperative Purchasing Agreement by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 31, 2028. The initial period of this Agreement, therefore, is the period from the **Effective Date of this Agreement until January 31, 2024**. Renewals of this Agreement are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

A. Contractor shall provide City the services identified in the Scope of Work defined by the accompanying Project Contract Documents for the Uptown Northbound Roadway Improvements–2023–SIM 1B Re-Bid, and Construction Plan Sheet Numbers 1 – 35 dated August 8, 2023.

B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall prevail and govern to the extent necessary to remedy such inconsistency or conflict.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.

B. The total purchase price for the services under this Agreement shall be in accordance with the cost proposal dated October 24, 2023 from Combs Construction Company, Inc. and not to exceed **Four Million, Four Hundred Sixty-Eight Thousand, Fifty-Seven Dollars and Fifty-Seven Cents ($4,468,057.57)**. This cost proposal is attached hereto as **Exhibit B**.

C. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by the City. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the items billed.

4. Cancellation; Termination. This Agreement may be cancelled pursuant to A.R.S. § 38-511. Either party may voluntarily terminate and cancel this Agreement effective upon the expiration of thirty (30) calendar days-notice provided to the other.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as required by the City's General Condition forming a part of the aforementioned (Clause 2A, above) Project Contract Documents prior to commencement of work. The Contractor shall submit to the City before any work is performed, certificates of insurance from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as follows:

A. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of THREE MILLION DOLLARS ($3,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) general aggregate. **This policy shall include an Additional Insured endorsement.**

B. Worker's Compensation Insurance:
- Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
- Coverage B: Employer's Liability
  Bodily Injury by accident $1,000,000.00 each accident
  Bodily Injury by disease $1,000,000.00 policy limit
  Bodily Injury by disease $1,000,000.00 each employee

C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the Contractor's owned, hired or non-owned automobiles assigned to or used in the performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. The Certificate shall identify this Contractor and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

7. E-Verify. Contractor agrees to comply with all federal and state immigration laws including but not limited to A.R.S. § 23-214 and A.R.S. § 41-4401.

8. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors,

subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

9. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona.

11. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually, with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor, with oversight responsibility.

12. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties'respective authorized representatives at the address listed below:

City of Sedona
c/o Kurtis Harris
102 Roadrunner Drive
Sedona, Arizona 86336
Phone: (928) 203-5059
Email: KHarris@SedonaAZ.gov

And

Combs Construction Company, Inc.
c/o Michael Sullivan
1903 W Parkside Lane, Suite 100
Phoenix, AZ 85027
Phone: (602) 237-4029
Email: MSullivan@combsaz.com

(Signatures to follow on next page.)

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

CONTRACTOR:

COMBS CONSTRUCTION COMPANY, INC.

By _____

Its _____

Date _____

CITY:

CITY OF SEDONA, a municipal corporation of the State of Arizona

_____
Karen Osburn, City Manager

Date _____

ATTEST:

By:_____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

By:_____
Kurt W. Christianson, City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
COMBS CONSTRUCTION
COMPANY, INC.

EXHIBIT A
Cooperative Purchasing Agreement

(Combs Construction Company, Inc. with the City of Peoria, Contract No. ACON02322)

LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
COMBS CONSTRUCTION
COMPANY, INC.

EXHIBIT B
Cost Proposal

(Cost Proposal Dated October 24, 2023 by Combs Construction Company, Inc.)

CONTRACT AMENDMENT

Solicitation No: P22-0020A Page 1 of 1

Description: JOC for Citywide Civil/Site Work

Amendment No: One (1) Date: 01/19/2023

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

Buyer: Terry Andersen

In accordance with the Job Order Contracting Contract, Section 2.1., Contract Term, the above referenced contract shall expire on January 31, 2023 and is hereby extended. **EXTENSION #1**

The New Contract Term is: **February 1, 2023** to **January 31, 2024**

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

Michael Sullivan	01/23/2023	Michael Sullivan, Vice President	Combs Construction Company
Signature	Date	Typed Name and Title	Company Name

P.O. Box 10789	Glendale	AZ	85318
Address	City	State	Zip

Attested by:

Jill A. Boltz for
Lori Dyckman, City Clerk

CC Number

City Seal
Copyright 2003
City of Peoria, Arizona

ACON02322A
Contract Number

Adina Lund
Director: Adina Lund, Development and Engineering

Dan Nissen
Project Manager: Dan Nissen, Deputy City Engineering Director

Approved as to Form:

Michael Dynes for
City Attorney

The above referenced Contract Amendment is hereby Executed:

January 26, 2023 at Peoria, Arizona

Christine Finney
Christine Finney, Materials Manager

City of Peoria, Arizona
Job Order Contract

Statement of Qualifications No:	P22-0020A
Description of Work:	JOC Citywide Civil/Site Work

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

[ROC No. 100380-A]
Contractor's License Number

Combs Construction Company, Inc.
Job Order Contractor Name

Authorized Signature for Offer

PO Box 10789
Address

Michael Sullivan
Printed Name

Glendale | AZ | 85318
City | State | Zip Code

Vice President
Title

(602) 237-4029 | (602) 237-4182 | msullivan@combsaz.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: Lori Dyckman
Lori Dyckman, Acting City Clerk

City of Peoria, Arizona.
Eff. Date: 02/01/2022
Approved as to form:

Michael Dyres for
Vanessa P. Hickman, City Attorney

CC
ACON02322
Contract Number

Awarded on January 31, 2022

City Seal
Copyright 2003 City of Peoria, Arizona

Official File

Christine Finney
Christine Finney, Materials Manager

(Rev 12/2018)CF

JOB ORDER CONTRACT

P22-0020

JOC Citywide Civil/Site Work

CONTRACT FOR CONSTRUCTION

JOB ORDER CONTRACT AGREEMENT
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JOB ORDER CONTRACTING
CONTRACT

THIS CONTRACT is entered into and made effective the 17th day of December, 2021, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Combs Construction Company, 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. Profit on subcontractors/sub-consultants shall not exceed 5 percent.

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

9.5. Retention. Not applicable.

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

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

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

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

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

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

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

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

10. CHANGES

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

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

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

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

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

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

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

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

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

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

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

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

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

11. INSURANCE & BONDS

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

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

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

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

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

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

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

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

11.3.2. Waiver of subrogation in favor of Owner.

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

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

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

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

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

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

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

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

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

11.8.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or 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
Christine Finney, 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)

Michael Sullivan, Vice President
PO Box 10789
Glendale, AZ 85318
Office: (602) 237-4029
Cell: (623) 308-7368
Email: msullivan@combsaz.com

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 in the amount of per MAG Specs, Section 108.9 per day for each calendar day of delay, based upon the total job order value to date (i.e phased project awards). If the contract is not terminated, the contractor

shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

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

15. WARRANTY OF CONSTRUCTION

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

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

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

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

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

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

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

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

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

15.7.1. Obtain all warranties required by the Job Order;

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

15.7.3. Enforce all warranties for the benefit of Owner.

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

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

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

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

16. STANDARD TERMS AND CONDITIONS

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

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; 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 Citywide Civil/Site 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.

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: P22-0020	

REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

JOB ORDER CONTRACTING

FOR

CITYWIDE CIVIL/SITE WORK

SOLICITATION NUMBER: P22-0020

Due Date:
October 25, 2021 by 5:00 PM Arizona Time

Point of Contact:
Terry Andersen
Contract Officer
Teresa.Andersen@peoriaaz.gov
623-773-7981

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SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors to provide Civil/Site work, and related services, on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

Selected Contractors will be expected to enter into a base contract for services. It is the intent of the City of Peoria to select three (3) or four (4) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City. The individual job order maximum amount is $3,000,000. Pricing shall be negotiated fee.

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 Contracting may include ancillary design services, pre-construction services, construction work (bid & self-performed), maintenance/repair trade work, and the preparation of project closeout documents, as-built documents, etc.

1.2 Cooperative Purchasing

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

1.3 Project Budget

The City of Peoria CIP identifies funding for projects in fiscal year of 2022 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 FY2022 budget is available to fund various projects utilizing the awarded JOC contract. Projects

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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 general construction services, together with engineering services as necessary, related to major and minor roadway and drainage construction projects. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turnkey projects, including all permitting and regulatory requirements.

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

2.2 Scope of Work

A. The City of Peoria maintains a network of street and pavements. These pavements include streets, parking areas, sidewalks, handicap ramps, curbs, gutters, privacy and/or noise walls, trails, multi-use paths, and park pavements. Public improvements within the right of way also includes asphalt and concrete pavements, as well as drainage features, shoulders, guard rails, barriers, street lights, bus stops, benches, vaults, boxes, conduit, landscaping repairs and other features that must be maintained. This JOC will be focused on the maintenance, repair and construction of such work within the public right of way/easements.

B. The City has a network of traffic signals, however this statement of work does not focus on traffic signals. Although minor signal work may be required under this JOC, that work will be ancillary to the main pavement work.

C. Minor design services or post design services may be required for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City and included in the job order. For job orders that require design services, the contractor shall use Arizona Registered professionals to prepare and seal documents produced by the registrant. Any as-builts required to be completed as part of the post design services shall be in accordance with Chapter 12 of the City of Peoria Engineering Standards Manual (PESM).

D. Construction services also covered by the JOC may include Preconstruction Services, but are not limited to the following:
- Serve as the general contractor during construction;
- Coordinate and manage subcontractors during construction;
- Coordinate with various utilities;

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- Public meetings and notifications (when required);
- Arrange for procurement of materials and equipment;
- Schedule and manage site operations;
- Continue use of a collaborative process;
- Provide quality controls.

E. The successful contractors shall have experience, knowledge and ability to accomplish the following tasks. Construction services may include, but are not limited to; all labor and equipment to provide work for the tasks listed below include maintaining, repair and construction of existing features as well as new pavement and equipment as required.

1. Obtain all necessary permits required to complete the job order, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, etc.
2. Maintaining shoulders including grading, placement of surface treatment and sealing.
3. Working with the City to develop and implement solutions for remaining compliant with the PM10.
4. Repairing or installing guard rails, handrails and road side barriers.
5. Fence work including block, iron, steel, chain link, and other types.
6. Subgrade preparation including compacting native soil, placing and compacting ABC and grading.
7. Placing asphalt pavements including full depth sections, overlays, patches and repairs.
8. Pavement maintenance and rehabilitation; including but not limited to; crack and joint sealing, applying various types of seals, slurry, fog, chip, and other asphalt rejuvenation methods, milling, cutting and removing pavements both concrete and asphalt.
9. Coordinating with utility companies to replace, relocate, remove or install street light systems, traffic signal poles, mast arms, control equipment, traffic signal equipment, loop detectors and detection equipment.
10. Utility locating (potholing) underground utilities and obstructions.
11. Placing/relocating conduit and boxes and be able to place vaults, hand holes and pull boxes.
12. Removing and placing concrete pavements including curb and gutter, driveways, roadways, ramps, sidewalks, culverts, boxes, and hard-scape features, walls, abutments, retaining walls, brick pavers and landscape features.
13. Constructing ADA accessible features including: ramps, warning features, way-making features, and other improvements, to meet ADA requirements.
14. Drainage features including scuppers, gutters, valley gutters, drains, pipes, basins lined and unlined swales and channels, dry-wells, catch basins and culverts/headwalls.
15. Striping and signing including design of plans and specifications, providing and installing project signs, installing striping, symbols, raised pavement markers and signage.
16. Surface preparation and painting of equipment within the right of way.

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17. Preparing traffic control plans, providing traffic set-up in accordance with the approved traffic control plans and barricading work areas.
18. Earthwork: site rough and finish grading.
19. Stamped, painted and thermoplastic decorative asphalt.
20. Bikeways, multi-use paths: concrete, asphalt, granite, natural materials.
21. Minor wet and/or dry utility installation, relocation and adjustments.
22. Minor landscaping, irrigation systems and controls.
23. Wall construction, repair, replacement and painting.
24. Repair/replacement of entry monuments, special signs, gabion baskets, etc.

2.3 Additional Requirements

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 savings will be returned to the Owner at the end of the project.

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

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

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

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

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

2.4 Project Information

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

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

All construction shall conform to the latest version of the Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Association of Governments (MAG) together with the City of Peoria Engineering Standards Manual (PESM), 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. The SOQ should be assembled in the relative order as outlined below:

A. Method of Approach

1. Describe your Project methodology and approach, include at minimum the following items:
   - Establishing construction phasing with the goals of reducing construction costs, minimizing disruption to traffic and/or reducing overall construction duration of the project.

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- Managing your subcontractors schedules, quality of work, site safety/housekeeping, monthly invoicing, and change order requests.
- Planning, scheduling, estimating and managing construction, dispute resolution and safety management and close-out process;
- Design review, cost and scope control, and value engineering;
- Development of design solutions;
- Establishing critical milestones, monitoring of progress, means to identify schedule slippage and methods to bring performance back in line with anticipated timelines;
- Identify efforts the Contractor would initiate to meet the project budget and schedule during the negotiation process;
- Provide your Subcontractor Selection Plan and discuss the benefits that your subcontractor selection plan provides to the City;
- Intention of self-performance of each job order and indicate percentage of self-performance you intend to provide under this contract.

2. Describe your Project Management methodology and approach, include at minimum the following items:
   - Systems used for planning, scheduling, estimating and managing construction;
   - Design review, development and refinement, cost and scope control, value engineering and working with the design engineer and owner Project Manager protocol or process for quality control for construction;
   - Warrantees, warranty follow-up, repairs, and obtaining customer satisfaction;
   - Directly addressing all public concerns associated with the construction and demonstrate approach to minimizing disruptions.

3. Describe your GMP methodology and approach (do not include pricing or rates as part of the proposal), include at minimum the following items:
   - Develop and deliver a GMP;
   - Obtaining competitive pricing from subcontractors for various items of work;
   - Establishing Traffic Control costs included in the GMP;
   - Process for establishing and using JOC contingencies and method for cost control, include method for identifying savings to City if cost is under GMP established amount and include estimated turnaround time;
   - Establishing General Conditions expenses.

B. Experience & Qualifications of the Contractor

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

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

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

4. Provide a list of (3) references from current clients or clients whom you have performed work within the past five (5) years.

C. Qualifications & Experience of Key Personnel

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

2. Provide project information for 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.

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

4. Provide an organizational chart representing the proposed key JOC personnel.

SECTION 4 - SUBMITTAL REQUIREMENTS

4.1 Submittal Information

A. SOQs shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at https://peoriaaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. SOQ's shall be on 8 ½ x 11" and are limited to no more than twelve (12) pages and must include the following:

- 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. The 1-page cover letter will NOT count toward the maximum number of pages.

- The company's responses to the SOQ criteria in Section 3 – Statement of Qualifications in order A-C and titled as listed.

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- Adherence to the maximum page criterion is critical and each page with criteria information will be counted. Pages that have project photos, charges, and graphs will count toward the maximum number of pages.

C. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at https://peoriaaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

4.2 Appendix

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

- 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.

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 five (5) contractors for the interview phase of the selection process.

5.2 Evaluation Criteria

A. Statement of Qualifications

1. Method of Approach	500 points
2. Experience & Qualifications of the Contractor	250 points
3. Qualifications & Experience of Key Personnel	250 points

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B. Interviews

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

The shortlisted contractors will be invited to participate in interviews. The interview criteria alone will be used in determining order on a final list.

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

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

5.3 Critical Dates

The following schedule has been prepared for this selection process:

Submittals Due	October 25, 2021
Notification of Interviews	November 18, 2021
Interviews (shortlist only)	December 6, 2021
Contractor Notification	December 9, 2021

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 6.2 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

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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/procurement.

6.2 Questions

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Terry Andersen, Contract Officer
Phone: (623) 773-7981
Email: Teresa.Andersen@peoriaaz.gov

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

Contact with City staff, other than the designated contact person indicated in the SOQ, regarding this solicitation is strictly prohibited during the proposal process.

CITY OF PEORIA

Job Order Contracting

FOR

CITYWIDE CIVIL/SITE WORK

SOLICITATION NUMBER: P22-0020
Due Monday, October 25, 2021, 5:00 p.m. MST

PROUDLY SUBMITTED BY

COMBS CONSTRUCTION COMPANY, INC.
PO Box 10789, Glendale, AZ 85318 | 602. 237.4029 | www.combsaz.com

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PO Box 10789, Glendale, AZ 85318 | 602. 237.4029 | www.combsaz.com

Why Combs?

- ✓ Proud to be in the Nation's top 1% for safety with an EMR of 0.72!
- ✓ Proven approach to JOC and alternative project delivery method work focuses on partnering and stakeholder inclusion to prevent disputes.
- ✓ Collaborative, multi-disciplinary pre-construction process leverages 180 years of construction knowledge and specialized aviation expertise to eliminate risk and deliver the absolute best value.
- ✓ Planning, estimating, and scheduling processes based on over 25 years of civil construction experience.
- ✓ Open book estimating policy with multiple bids and back-up cost information for every job order.
- ✓ $100 million single job and $300 million aggregate bonding capacity for excellent financial security.
- ✓ Key self-performance capabilities and personnel and equipment resources necessary to expedite construction and achieve critical time lines.
- ✓ Professional, available JOC team with open communication and 24/7 access.

October 25, 2021

Terry Andersen
Contract Officer
City of Peoria
Teresa.Andersen@peoriaaz.gov
623.773.7981

Re: Statement of Qualifications for City of Peoria - Job Order Contracting for Citywide Civil/Site Work (Solicitation Number: P22-0020)

Members of the Selection Panel:

Combs Construction Company, Inc. (Combs) is proud to present our Statement of Qualifications for the City of Peoria's Citywide Civil/Site Work JOC.

With 75 employees, seasoned self-perform crews, and a large fleet of heavy equipment for the major scopes, we have the capacity to service the City's every need throughout this JOC program.

We look forward to the opportunity to work with the City. Please feel free to reach me with any questions about this package.

Sincerely,

Michael Sullivan
Vice President / JOC Project Manager
*Authorized to sign on behalf of the company.

COMBS CONSTRUCTION COMPANY
msullivan@combsaz.com
602. 237.4029 office
623.308.7368 cell

1. PROJECT METHODOLOGY & APPROACH

1.a. Establishing construction phasing with the goals of reducing construction costs, minimizing disruption to traffic and/or reducing overall construction duration of the project:

We develop the most effective plan for each job order by utilizing a project discovery process that considers a wide variety of factors, such as:

- **Stakeholder needs** - to provide safe pedestrian and vehicle access to all locations and, if necessary, time any closures for the least disruption.
- **Any areas affected by certain long-lead activities, such as where right of way is not yet acquired or where utilities need to be relocated** - to identify if work should commence in other areas first.
- **Any major or special events planned in or around the project area** - to ensure that any impacted areas are not under active construction conditions during those times.
- **Current traffic patterns in each area of the project** - to avoid scheduling major construction activities and any partial closures or shut-downs during peak volume times/days.

We begin each job order by meeting with the City to discuss the project scope, budget, schedule, and any potential challenges, special concerns, or requirements.

During pre-construction, Mike Sullivan (Project Manager) leads the team in performing site investigations to identify all stakeholders and important features within and surrounding the project limits (such as homes, businesses, schools, medical facilities, public buildings, recreation areas and event venues) and their respective access needs as well as current traffic patterns and high-volume times/days for the area.

Joe Caronia (Project Superintendent) and specialty superintendents join Mike in developing a phasing approach that accounts for everyone and everything identified during discovery as well as safety, efficiency, constructability, and cost impacts.

We weigh the pros and cons of each construction approach, including: City, community, and business needs and priorities; public safety; expense; and schedule impacts.

For instance...

- **The number of construction phases and traffic switches:** Although implementing minimal phasing and traffic switches is often the best way to shorten overall construction durations (which reduces costs for the City and disruption and safety risks for the traveling public), some areas may justify breaking up the work into more phases to accommodate sensitive access needs.
- **Whether or not to utilize night and weekend work:** While night work often reduces community disruption, it isn't appropriate for residential areas, additionally, weekends are critical times for retail and entertainment areas, especially during high tourism seasons.

Once we've evaluated all options, we present our proposed phasing plan and preliminary schedule for the City's review and comment before commencing construction.

1.b. Managing subcontractor schedules, quality of work, site safety/housekeeping, monthly invoicing, and change order requests:

Combs selects subcontractors for each individual job order utilizing a two-tiered pre-qualification process tailored to this particular contract and a competitive pricing component to award work based on the overall best value for the project.

Combs works closely with all selected subcontractors to ensure they meet or exceed all milestones while adhering to the highest level of quality and safety.

SCHEDULES: Prior to the start of construction for each job order, we engage the selected firms in assembling a baseline construction schedule for our review. This allows us to ensure all task durations are realistic, obtainable, and in alignment with our master schedule for the job order. This pre-approval step provides for open discussion of any issues or challenges and clear communication of all schedule and performance expectations.

Throughout construction, we require team leaders from every subcontractor to attend and actively participate in all weekly project meetings. Together, we review and discuss submittals, milestones, budgets, and schedules to resolve any conflicts or concerns.

This total transparency, collaboration, and second level of review safeguards our projects against the pitfalls of subcontractor failures

We also require all subcontractors to submit Weekly Work and Manpower Reports for the previous week by the close of business each Monday. We review these reports for accuracy and use them to track subcontractor production and budget progress against our GMP and master project schedule. The weekly frequency of these reports allow us to quickly identify any potential concerns early so that we can help the subcontractor implement immediate course correction.

QUALITY OF WORK: Our Project Superintendent oversees all on-site job order construction operations. This includes distributing any plans, specifications, and changes to the entire field team and implementing Combs' quality control measures for all work performed, whether by our in-house crews or subcontractors.

Additionally, Combs requires all subcontractors provide a qualified superintendent or foreman on-site at all times during their work activities. This designated supervisor is responsible for overseeing all of their company's tasks, reinforcing our quality control plan and expectations, and helping their crews adjust as needed to respond to changing conditions or surprises in the field.

SITE SAFETY/HOUSEKEEPING: We fully incorporate subcontractors into our safety plans as valuable, active participants whose contributions are critical to the project's safety outcomes. Our Project Superintendent leads daily jobsite safety efforts in the field, training, monitoring, and enforcing safety protocols equally for all subcontractors and internal work crews. See more in "Safety Management" on page 4.

Combs understands the value of a clean, tidy jobsite beyond its safety and efficiency benefits. We find that communities appreciate that we take pride in our work areas and strive to leave every space cleaner than how we found it.

We believe maintaining clean, organized sites speaks to our professionalism and is an essential step in inspiring confidence and earning the trust of the clients, businesses, and residents we work around. Our Project Superintendent drives the jobsite during each shift, checking for any debris, trash, or excess materials.

While each crew is responsible for maintaining its own work area, no one is allowed to proceed to their next area until all areas are clean. This no-excuses policy keeps up the pressure to maintain clean jobsites from start to finish and motivates workers through shared accountability. **See our regular jobsite safety and housekeeping meetings to the right.**

MONTHLY INVOICING: We utilize the cloud-based Smartsheet platform for dynamic project management to track and verify quantities and prepare invoicing. All team members, including the City's representatives and inspectors, design team, and Combs personnel have access to the job order's Smartsheet file and receive notifications whenever project information is updated.

Time is of the essence with JOC projects. Our *automatic notifications and live file sharing* allow team members to review content simultaneously instead of having to wait for their "turn" in a series of approvals. Each day, our Project Superintendent and foremen field-measure quantities for all self-performed work put in place on the job order. Subcontractors do the same for their scopes, providing us with their quantities for each work item at the end of the day. Each company verifies quantities with the City's inspector wherever possible before submitting their totals.

Our Project Superintendent enters all these quantities into our job order Smartsheet file the same day, including a brief description of each item of work and its location (e.g., station, landmark, left or right of Centerline, etc.). When he completes his updates, the program automatically sends a notification email to the entire project team, prompting the City's inspector to review the day's quantities. Each item of work has a tab where the inspector can review and approve the quantity or make a note for clarification if there is any discrepancy in the amounts so that we may reach final agreement. We use these approved quantities to generate monthly invoices.

Job orders progress very quickly, making daily data entry and quantity agreement critical.

MONDAY MORNINGS:
All-Hands-On-Deck Weekly Tailgate Meeting: Our Project Superintendent leads this site-wide meeting for all Combs and subcontractor personnel at the beginning of each week to set every crew up for success. Agendas includes group "stretch and flex," a "safety minute" topic, jobsite housekeeping check, review of successes (team member kudos) and lessons-learned from the prior week, and an overview of the 3-Week Look-Ahead Schedule and major activities and milestones for the week.

TUESDAY - FRIDAY MORNINGS:
Individual Pre-Shift Toolbox Safety Meetings: Held by our Project Superintendent and each subcontractor on the jobsite. These focused meetings allow superintendents and foremen to drill down into each crew's respective safety concerns, activity plans, and targeted reminders and dedicate time for "stretch and flex" activities. *Our Corporate Safety Officer checks in on the groups during this time to observe, review crews'* safety documents, offer training points, and ensure meeting leaders effectively cover all important topics.

CHANGE ORDER REQUESTS: We follow MAG procedures regarding change orders and notification times. If a subcontractor requests a change, our Project Manager reviews their request to determine if it is warranted. Other than changes initiated by the City, generally, the only acceptable change orders are for unforeseeable circumstances that make it impossible to perform the work in accordance with the original contract plans and specifications:

Physical conditions not originally visible/couldn't be identified through reasonable investigation or field verification during pre-construction (often subsurface conditions that differ from what was indicated in the contract, like existing pavement thicknesses that don't match as-built information; unknown and unusual characteristics that differ materially from those generally recognized for the work; or uncovered unacceptable material, such as subgrade/backfill material that cannot achieve the required compaction due to excess moisture - only if it is deemed unforeseeable, out of our control, and not due to negligence); or

Extra work deemed necessary (by Engineer) to fully complete the project (for example, an existing electrical line gets stuck/jammed during utility company removal, requiring our electrical subcontractor to supply a whole new running line instead of simply tying in as originally planned for the new street lights they are installing.)

If we determine the change order acceptable, we present the issue to the City. If the City agrees, we prepare and submit an open book price with all back-up documents to the City for approval.

Our subcontractors know that they will not be paid for any extra work not approved in advance. Other than serious emergencies, work does not proceed until approved in writing by the City.

1.c. Planning, scheduling, estimating, managing construction, dispute resolution, safety management and close-out process:

PLANNING: At the outset of each job order, we coordinate with the City, major stakeholders, Designer, and key subcontractors to identify key planning considerations.

PLANNING CONSIDERATIONS	
Scope of work	Right of way availability
Goals & objectives	Utility relocations
Budget & timeline	Phasing to minimize impacts
Current design	Permits
Potential conflicts	Constructability
Stakeholder impacts	Long-lead items
Traffic control & access	Environmental clearances

We use this information to develop the best approach to the work, addressing all project goals, restrictions, and challenges. Combs generates an initial target schedule for each major activity to accommodate all parties' requirements, allowing time for Owner and Designer review and revisions as needed.

TIERED PLANNING & SCHEDULING SYSTEM

- Plan approach for each individual job order.
- Develop detailed job schedules.
- Identify critical dates and relationships.
- Monitor pre-construction and construction phase progress and compare status of deliverables and activities against planned targets to keep the work on schedule.
- Plan personnel and equipment allocation across job orders within overall JOC program to ensure all resources necessary to deliver each project on schedule are available.

SCHEDULING:

Master Critical Path Method (CPM) Schedule: Combs utilizes CPM analysis to outline each project's critical path from pre-construction through construction. Our JOC Project Manager, Mike Sullivan, is responsible for managing the Master CPM Schedule to reflect any changes. This living document supports accurate planning and schedule control. Mike develops the schedule in collaboration with the City's project team, design team, key subcontractors, and our construction personnel. He works closely with the Project Superintendent to review the schedule throughout construction and provides the team with a weekly update.

MASTER CPM SCHEDULE

- Identify all tasks required to complete project.
- Assign durations for each task.
- Model all activities and their respective work breakdown structure (WBS) on the critical path or parallel, near-critical, or non-critical sub paths.
- Illustrate relationship between all interdependent activities on critical path.
- Identify key deliverables and milestones (earliest and latest dates at which each activity can start/finish without extending the overall schedule).

Three-Week Look-Ahead Schedules: We produce a Three-Week Look-Ahead Schedule for the construction of each job order. Joe Caronia (Project Superintendent) creates this planning tool in collaboration with Manny Soto (General Superintendent), drilling down into the details of all upcoming work activities for the weeks ahead.

These schedules outline our approach and include shift information, resource needs, and any components that require submittals, enabling us to prepare for all activities to prevent delays. We provide the entire team with an updated version of each weekly meeting.

ESTIMATING: Longtime Combs team member, Mike Steg (JOC Pre-construction Manager) has 28 years of construction experience and leads our estimating effort, which is fully integrated into the design development and construction planning process. One of our most important jobs as your JOC Contractor is to provide timely information throughout the pre-construction phase so the whole team fully understands cost impacts and can make the best value decisions for the project.

For job orders with some level of plans: We build our cost model based on the initial design information and extensive take-offs to verify quantities. Our team members support the development of the estimate by participating in a series of project reviews (described on pages 4-5) and providing critical input on constructability and methods. We incorporate the results of their technical expertise contributions into the estimate, focusing on the greatest possible value for the City.

For job orders without plans: Combs provides the owner with design assistance. Our project management and pre-construction team members meet with the owner to discuss programming, walk the project site, review potential scope, and determine the basic construction timeline and any work restrictions. From there, our JOC Project Manager will draft a basic plan for the discussed scope, with a written narrative of the scope and cost proposal for the City's review and approval.

Upon notification of a new job order, we:

- Familiarize ourselves with the project scope and location. Our project management, pre-construction, and construction team members will perform a site visit to understand any potential issues that could impact the work.
- Meet with the City to discuss programming, review scope, and determine the general construction timeline and any work restrictions.
- Review any available plans for accuracy and completeness and verify quantities.
- Perform complete quantity take-offs for each project using AGTEK, Bluebeam Revu, and On-Screen Takeoff (OST) software.
- Import verified quantities into Hard Dollar Project Cost Management software to prepare the estimate, detailing each activity.
- Generate a Request for Quotation (RFQ) within Hard Dollar for any subcontracting opportunities, including project information, quantities, scope of work, quote due date, links to any available plans or supporting documents located on our FTP site, and contact information.
- Electronically distribute RFQs to all interested pre-qualified subcontractors.
- Once subcontracted items have been reviewed and approved by the City, hold an internal review meeting with our JOC team to discuss any assumptions, planned productions, and any potential unforeseen conditions that could impact the budget.
- Finalize the cost estimate and Master CPM Schedule and submit to the City for review in the preferred price proposal format.

MANAGING CONSTRUCTION:

Pre-Task Planning: Our Project Manager leads a pre-task meeting for every job order scope, during which our Project Superintendent and each subcontractor review their step-by-step processes to complete each task. We review safety plans and protocols, personnel and equipment resource needs, and submittals to ensure all required materials have been approved.

Schedule Management: Our Project Superintendent leads weekly schedule meetings with all trades working on each job order. Together, we review the Three-Week Look-Ahead Schedule, discuss current work, upcoming activities, and critical milestones, and set goals for completing key scopes. In addition to creating team buy-in for schedule milestones, these meetings also afford us the opportunity to verify that traffic control requirements are being met and reinforce quality control processes. See "SCHEDULING" on page 3.

Resources: Combs employs 4 staff project managers and 10 project superintendents. If the JOC requires the construction of simultaneous job orders, we have ample personnel resources to manage each project at once.

DISPUTE RESOLUTION: Combs is structured to resolve project issues before they actually become disputes. We actively practice dispute prevention. Our approach to issue resolution begins with solid project management practices, which effectively *prevents many conflicts:*

- Involve all stakeholders early in the process to understand their challenges, goals, operations, calendars, schedules, and concerns for safety, quality, and function/performance.
- Incorporate their feedback into our project planning and schedules to eliminate impacts and meet their expectations, prioritizing their needs ahead of our own.
- Provide a direct project contact for all stakeholders and deliver notifications and updates in advance of and throughout all construction activities to prevent surprises, creating the opportunity for dialogue.

After these preparations, should any issue arise during construction, Combs implements our resolution ladder, which keeps communication personal for one-on-one collaboration...

LEVEL 1: Our Project Superintendent is tasked to determine alternative solutions with the other party's representative. This resolves most concerns; however, if a reasonable solution cannot be reached within the team's agreed timeline, the issue is escalated.

LEVEL 2: Our JOC Project Manager reviews the concern and prepares possible options for review and discussion with the other party's next authority level. Combs uses a fair and reasoned approach: thoughtful problem-solving, and calm, open communication to resolve concerns quickly for everyone involved. In the unlikely event of an impasse, we proceed to the third and final level.

LEVEL 3: JOC Director, Ryon Combs, works with the top level of the other party's management team to identify the best solution and resolve the concern.

Continual improvement: Combs seizes any opportunity to learn about our stakeholder and project partner's needs and improve our approach for future job orders.

In the unlikely event that an issue rises to the level of an actual dispute, we will follow Maricopa Association of Governments (MAG) Section 110 *Dispute Resolution Specifications*. Our General Superintendent, Project Superintendent, JOC Project Manager, and JOC Director are all authorized to make all decisions on our behalf.

SAFETY MANAGEMENT:

There is no goal more important to Combs than the protecting the health and safety of every single person on our work sites. We put safety ahead of everything else.

This is how Combs achieved an Experience Modifier Rate (EMR) in the nation's top 1% at 0.72.

Our Safety Director, Mark Velasco, is an industry leader with 25+ years in heavy civil construction and safety and environmental compliance. In the field, our Project Superintendent implements site safety plan for each job order, as our daily, on-site monitor for all activities.

SAFETY DIRECTOR'S PROJECT ACTIVITIES

- Create project-specific safety plan to address site safety and risk elements and trains workers.
- Conduct unannounced site inspections.
- Conduct safety training for all on-site personnel.
- Oversee any unusual safety issues or situations.
- Immediately inspect and promptly prepare reports for incidents or accidents.
- Provide proper PPE, first aid supplies, and fire equipment on the jobsite.
- Monitor implementation of our safety policies and update procedures for compliance with the latest rules and regulations.
- Support pre-shift safety meetings with crews.
- Provide jobsite orientation and safety training for new hires.
- Enforce company safety policies.

CLOSE-OUT PROCESS: Our job order close-out process is a collaboration among many people from day one. Throughout pre-construction and construction, our team organizes and maintain all necessary project documentation within our standardized, electronic project management records. We provide the City with a comprehensive Close-out Package at the end of each job (see the following page).

1.d. Design review, cost and scope control, and value engineering:

DESIGN REVIEW/VALUE ENGINEERING: Our project management, pre-construction, and construction personnel provide comprehensive reviews:

- Program evaluation
- Site investigation
- Design document review
- Ongoing reviews throughout design development
- Constructability review reports
- Notification of variance/deficiencies
- Labor, equipment, and material availability analysis

CLOSE-OUT PACKAGE
Accounting & Payroll Departments
Contractor's Affidavit regarding Settlement of Claims
AIA Consent of Surety Form
Certified statement of final amounts paid to all subcontractors and suppliers, including SBE/DBEs - signed by all subcontracted parties
Complete release of all claims for labor and material - collected from all subcontractors and suppliers
Copy of all weekly certified payrolls
Project Manager
Explicit one-year warranty for construction services / equipment and materials
Warranty bond
Project Engineer
Two copies of manufacturer warranties
Monthly National Pollutant Discharge Elimination System (NPDES) inspection reports
Certificates of Compliance (COCs)
Complete set of As-built (Record) Drawings
Project Superintendent
Completed Punchlist
Perform final jobsite cleanup
Contract Compliance Department
NOT Form (Notice of Termination for Construction Activity Discharges to Waters of the United States) submitted to ADEQ

Mike Sullivan (JOC Project Manager) engages all our team members in design reviews for each job order. We certify our reviews for each job order and provide the project team with our complete findings: constructability, cost, sequence, duration, means and methods, and options).

COST CONTROL: We will maintain cost control by rigorously monitoring all project costs (labor, equipment, materials, and subcontractor costs). At the end of each shift, our Project Superintendent collects all production amounts and associated costs from the day's work, reviews results with our JOC Project Manager, and provides the City with an itemized daily breakdown of all costs. We compare this daily cost breakdown with our *Master CPM Schedule to confirm that cost output* aligns with expected production. In the case of any unexpected increases, our JOC Project Manager and site supervision team collaborate on corrective actions.

SCOPE CONTROL: Effective planning is the best defense against scope creep. At the project outset, we meet with the City to discuss programming and identify all needs. Our whole team also reviews plans to identify any gaps.

Our planning checklist is essential to developing successful projects and controlling scope:

- Project milestone dates
- Investigations of subsurface and surface conditions
- Alternative strategies
- Early procurement of long lead items
- Number of subcontracts to be awarded
- Procurement of permits
- Safety/training programs
- Construction quality control plan

1.e. Development of design solutions:

Our approach is to develop design solutions that deliver best value results for the City by performing comprehensive, collaborative, cross-disciplinary reviews with our technical experts and incorporating all important information from the City, Design Engineer, and other key stakeholders into the project.

We analyze the best value for every component of the work (specifications, materials, construction methods, phasing, sequencing), evaluating each decision based on its total impact on the project: cost (initial, long term/life cycle, and maintenance); quality; schedule; workflow, traffic, access; safety.

1.f. Establishing critical milestones, monitoring of progress, means to identify schedule slippage and methods to bring performance back in line with anticipated timelines:

Our JOC Project Manager creates a baseline critical path method (CPM) schedule for each job order. During design development, he establishes critical milestones and updates the schedule. Milestones are based on input from stakeholders and devised to minimize public impacts. We develop phasing and sequencing to meet each milestone. Manny Soto (General Superintendent) works with Joe Caronia (Project Superintendent) to develop Three-Week Look-Ahead Schedules based on the previous week's as-built document. This allows us to compare progress against the Master CPM Schedule and make immediate adjustments anywhere needed to maintain milestones and progress. We provide a updated Master CPM Schedule at the weekly meetings for the City's review and with each pay request.

1.g. Efforts we would initiate to meet the project budget and schedule during negotiation process:

When presented with a new job order, we meet with the City to review project goals, any existing design documents, potential scope, desired construction timeline, key stakeholders, and any special considerations.

Combs' team of pre-construction and technical experts then begins site investigations, quantity verification, and a series of reviews including: design document review; constructability; options and alternatives analysis; right of way availability; phasing and sequencing; and labor, equipment, and material availability. We utilize this information to prepare an initial estimate and project schedule, which can be reviewed with the City's Project Manager to determine if anticipated costs and timeline are in alignment with the City's budget and necessary completion date. If there are any discrepancies, we revisit project goals and verify the City's top priorities and preferences. This provides a foundation to discuss the best-fit options to bring the cost into agreement with the desired budget/schedule.

We help the City analyze the benefits of different project approaches to determine the best option *for every aspect of the work. This refinement* process ensures we always meet the City's needs.

1.h. Subcontractor Selection Plan:

Combs pre-qualifies a network of trusted, experienced, local, and small business firms that will work well with the owner, covering all possible subcontracted scopes for the JOC program. From this field, we select teams for individual job orders based on the overall value they bring to the project, in terms of both qualifications and price.

PRE-QUALIFICATION: Combs utilizes a two-tiered subcontractor pre-qualification process.

Phase I: Pre-Approval: Evaluated on Pass/Fail basis:

MINIMUM CRITERIA

1. All necessary licenses with AZ ROC
2. Safety record / current Experience Modification Rating
3. Current bonding capacity / demonstrated ability to obtain performance/payment bond
4. No breach of contract in past five years
5. No history of contract disqualification

Phase II: Pre-Qualification for this JOC Program: Pre-approved firms are eligible to submit qualifications for this program. This step evaluates current manpower, availability, and performance.

EVALUATION CRITERIA FOR THIS PARTICULAR JOC

Similar Project Experience	Resources/Capacity
JOC Project Experience	Performance History/ References
City of Peoria Experience	
Key Team Members	SBE/DBE Status

PRICE COMPETITION: Combs creates separate budget packages by trade for each job order and distributes them to our pre-qualified subcontractors and material suppliers. Interested firms submit a Statement of Qualifications and Price Proposal for the job order. Combs specifies uniform formatting and back-up information for easy side-by-side comparisan to ensure nothing is overlooked. We review and evaluate proposals according to weighted criteria and price components to determine final scoring.

We present the results for each scope package (including back-up info and our recommendations for award) to the City for review approval.

BENEFITS OF OUR PLAN:

1. **Leverages accountability to motivate firms** to present their best possible offers and deliver on their promises (future subcontract awards depend on their performance on prior jobs).
2. **Balances firm and team member qualifications and price factors** in a competitive, open book environment that taps into our large network of proven partners and ensures the best value.
3. **Accounts for the City's preferences and experiences with subcontracting firms.**

1.i. Intention of self-performance of each job order / percentage of self-performance:

Combs intends to self-perform the majority of the work for each job order in this program. On average, we expect to perform approximately 75% of all work with our own forces, with the exception of specialty job orders. We have detailed the work we typically perform with our own forces in section: See "SELF-PERFORMED CONSTRUCTION SCOPES" on page 9.

2. PROJECT MANAGEMENT METHODOLOGY & APPROACH

2.a. Systems used for planning, scheduling, estimating, and managing construction:

PLANNING AND SCHEDULING: Combs utilizes Microsoft Project (CPM Schedules) and cloud-based Smartsheet platform (3-Week Look-Ahead Schedules) to plan, schedule, and monitor projects:

MASTER CPM SCHEDULE
Developed in collaboration with the Owner's project team, design team, key subcontractors, and construction personnel.

THREE-WEEK LOOK-AHEAD SCHEDULES
Activity-focused planning. Updated weekly.

Combs imports job information from Hard Dollar Project Cost Management software into Microsoft Project scheduling software and Smartsheet project management platform to ensure construction plans align with the project scope, budget, and schedule.

ESTIMATING: Combs fully integrates our cost estimating efforts into the design development and construction planning process.

QUANTITY TAKE-OFF
Combs' multiple modeling and estimating programs:
- AGTEK
- Bluebeam Revu
- On-Screen Takeoff (OST)

ESTIMATES
We import take-off information into Hard Dollar Project Cost Management software.

REQUESTS FOR SUBCONTRACTOR PRICING
- Generate Subcontractor RFQs in Hard Dollar.
- Post project information on our FTP site.

MANAGING CONSTRUCTION: We update project information within our Microsoft Project, Hard Dollar, and Smartsheet systems throughout construction.

WEEKLY PROJECT TEAM MEETINGS
[City, Engineer, key stakeholders, project management and field supervision staff]
- Maintain communication and momentum.
- Led by our JOC Project Manager.
- Cost, schedule, and production updates.
- Assign responsibilities and monitor tasks.

DAILY PROGRESS & QUANTITY TRACKING
- Our Project Superintendent maintains electronic daily diaries in Smartsheet to document all project components.
- Confirm daily quantity records with the Owner at the end of every shift.

2.b. Design review, development, and refinement, cost and scope control, value engineering, and working with the design engineer and owner project manager protocol for quality control:

DESIGN REVIEW, DEVELOPMENT AND REFINEMENT:

DESIGN REVIEWS

REVIEWER	EXPERTISE
RYAN COMBS	
MIKE SULLIVAN	
MIKE STEG	
MANNY SOTO	
JOE CARONIA	
SPECIALTY SUPERINTENDENTS	
MARK VELASCO	
KEY SUBCONTRACTORS	

TECHNICAL CONSTRUCTION MEANS, METHODS, SYSTEMS
Asphalt and concrete pavements, concrete flatwork and structures, subgrade preparation, drainage systems, street lighting/*traffic signals*, and utility coordination.

PHASING & SCHEDULING
COST
SAFETY

Our multi-disciplinary team provides comprehensive design reviews. We collaborate to evaluate the design from all perspectives: cost, schedule, quality, constructability, safety, and logistics. Our reviews identify any gaps, ensure a complete and constructible plan, and capture every efficiency and value-added opportunity. We also provide critical feedback on phasing and sequencing, construction means and methods, options, alternatives, and sustainable solutions.

COST AND SCOPE CONTROL AND VALUE ENGINEERING: Combs eliminates owner risk and improves project outcomes by engaging the technical expertise of our seasoned construction personnel early in the process through design review, design refinement, quality control, best-value engineering, and cost and schedule control. Our team is highly experienced in performing site/civil construction and improvements in the public right of way, allowing us to deliver maximum value by assisting owners and designers in planning, streamlining, and delivering the work on time and within budget. We have utilized risk management to help clients achieve desired project results while staying within budget and schedule on 29 alternative project delivery method contracts.

WORKING WITH DESIGN ENGINEER AND OWNER PROJECT MANAGER PROCESS FOR CONSTRUCTION QUALITY CONTROL: Our personnel are well-versed in the development of quality control plans for this type of work and are used to working with protocols prescribed by the Owner, Project Manager, or Design Engineer. We recognize that quality is of utmost importance for publicly funded construction improvements and we are very familiar with the process of implementing owners' preferred QA/QC methods on our projects. Our JOC Project Manager incorporates any specified protocols or procedures into our Contractor Quality Control Program, detailing the methods and criteria required to ensure materials and construction conform to contract plans, technical specifications, and special requirements. We administer this plan in collaboration with the City and Design Engineer, verifying each step conforms with these processes.







2.c. Warranties, follow-up, repairs, and obtaining customer satisfaction:

WARRANTIES, FOLLOW-UP AND REPAIRS: Ryan Combs serves as the City's point of contact throughout the warranty period. See our process in the above graphic.

OBTAINING CUSTOMER SATISFACTION: Upon the completion of any warranty work, we coordinate with the City's team to review the work and make adjustments if needed. We then provide the City with a follow-up letter confirming the corrections have been completed and accepted.

2.d. Directly addressing all public concerns associated with construction and approach to minimizing disruptions:

APPROACH TO MINIMIZING DISRUPTIONS: We address each job order on a case by case basis, taking the activities and special conditions for its particular project area and planned schedule into consideration as we prepare our plans. This includes an in-depth review of any potentially impacted residents, businesses, public facilities and recreation areas, schools, religious centers, emergency/medical services, and parking areas.

We get to know each group's access needs and any critical times (such as school drop-offs and pick-ups or regular church services) and special events. We also analyze the traffic counts, patterns, and peak/off-peak times and days for the jobsite and surrounding areas.

We also include a calendar review of the area's seasonal activities and scheduled public events (such as Spring Training, 2nd Saturdays in Old Town, the 4th of July All-American Festival, Halloween Monster Bash, Old Town Holiday Festival, etc.) as well as those for local groups (such as the Trilogy Bicycle Club (TBC) at Vistancia) in our efforts to minimize disruption.

Three key steps from Combs' experience:

1. Involve all stakeholders early in the process to understand their challenges, goals, operations, calendars, and concerns for safety, quality, and function/performance.
2. Incorporate feedback into project planning and schedules to reduce and eliminate impacts, prioritizing their needs ahead of our own.
3. Provide a direct project contact for all stakeholders and deliver notifications and regular updates in advance of and throughout all construction activities to avoid any surprises.

Our Project Superintendent and JOC Project Manager will be available to the City and community throughout this entire program. Mike attends all public hearings, neighborhood meetings, and other citizen outreach efforts. Our JOC Director and General Superintendent serve as our back-up representatives and can also provide project updates at meetings/hearings.

3. GMP METHODOLOGY & APPROACH

3.a. Developing and delivering a GMP:

We collaborate with the City and Design Engineer to prepare estimates at each level of construction document completion (30%, 60%, 90%). Combs provides best-value analysis (described in "DESIGN REVIEW/VALUE ENGINEERING" on pages 4-5) to achieve all project requirements as efficiently as possible.

At the end of the pre-construction phase for each job order, we combine our deliverables into a GMP Proposal for the City's review, including:

- Master CPM Schedule
- Construction Management Plan
- Results of subsurface and surface condition investigations
- Alternative strategies
- Long-lead items Planned subcontracts
- Permits/ROW acquisition
- Project Safety Plan
- Construction Quality Control Plan
- Guaranteed maximum price cost model and basis of the model
- Any assumptions used in developing the GMP

3.b. Obtaining competitive pricing from subcontractors:

We will obtain at least three bids from pre-qualified subcontractors for each scope. We have detailed our approach to ensuring competitive pricing presented earlier in this section.

See "1.h. Subcontractor Selection Plan."

3.c. Establishing traffic control costs in the GMP:

We analyze the unique characteristics of each job order location in creating and pricing our traffic control plans:

- Proximity to Schools, Hospitals, Emergency Services, Major Retail, and Freeways
- Pedestrian Access
- Traffic Patterns
- Roadway Designation
- Scope of Work
- Construction Duration and Time Constraints
- Off-Duty Officer Requirements
- Advanced Notice Requirements

We meet with stakeholders in the area to identify restrictions, critical locations and times, and user needs.



We combine our project research with our team's input on constructability, schedule, safety and cost to develop an efficient traffic control plan with the least possible cost. We present our plan and all associated costs to the City for review prior to finalizing the GMP.

3.d. Process for establishing and using JOC contingencies and method for cost control:

Combs establishes limited contingencies to protect the owner's desired scope and budget where necessary. Our JOC contingencies address areas of the scope that are undefined and unknowable at the time of pricing ("unknown unknowns").

During pre-construction, our team performs a series of design reviews, through which we identify potential unknowns. We discuss these areas with the City, explain potential outcomes, and propose an appropriate dollar value for each contingency based on its potential monetary impact. Once in agreement, we incorporate these amounts into the final price proposal.

Although we reserve the contingency amounts *to address specific construction issues that may* arise, these dollars still belong to the owner. As we complete the work, we will return any unused amounts to the owner.

Combs brings decades of experience in this JOC program's major components (asphalt pavements, concrete pavements, subgrade preparation, and other improvements within the right of way, such as concrete flatwork, multi-use paths, and drainage systems, etc.). This gives us the knowledge to accurately predict many potential "unknowns" for this type of work. We utilize our extensive historical cost database to apply realistic values to these items, preventing them from forcing budget overruns during construction.

METHOD OF COST CONTROL: Combs prioritizes any activities associated with contingencies to identify and mitigate the extent of any undefined costs as early as possible and free up more of the budget for the City's use.

We maintain cost control by rigorously monitoring all project costs (labor, equipment, materials, and subcontractors). At the end of each shift, our Project Superintendent collects all production amounts and associated costs from the day's work, reviews the results with our JOC Project Manager, and provides the City's representative with an **itemized daily breakdown of all costs.**

Comparing this daily cost breakdown with our Master CPM Schedule allows the team to easily see how cost output aligns with expected production. Should we detect any increases, our JOC Project Manager and site supervision team collaborate on corrective actions.

IDENTIFYING SAVINGS TO CITY IF COST IS UNDER ESTABLISHED GMP / TURNAROUND TIME:
We identify any potential savings to the City with each pre-construction review. During construction, we prepare weekly updates to the project budget and schedule and distribute to the whole team, highlighting any cost reductions for the City.

3.e. Establishing General Conditions expenses:

Combs includes the cost of bond, insurance, estimating, allowed markup, and direct Field Office Overhead expenses (home office support, project manager, safety, supervision, field computers, software, phones, necessary training and certifications) within our General Conditions. This includes both fixed and variable costs. For variable items, we prepare an itemized estimate for the owner's review.

We include the General Conditions expense for each job order within the GMP as a percentage of the total project cost, negotiating this percentage with the City for each job order. We track and record these costs and present detailed supporting documentation to the Owner with our monthly and final pay applications.

1. SERVICES PROVIDED BY COMBS

PRE-CONSTRUCTION SERVICES:

- Scope Review / Program Evaluation
- Site Investigation
- Stakeholder Coordination
- Quantity Verification
- Construction Document Rreview
- Conceptual Estimating
- Construction Estimating
- Value Engineering
- Constructability Reviews
- Permit and ROW Coordination
- Technical Approach Options and Analysis
- Phasing and Scheduling Options
- CPM Schedule Creation
- GMP Proposal Preparation
- Utility Coordination
- Subcontractor Selection
- Long-Lead Procurement

SELF-PERFORMED CONSTRUCTION SCOPES:

Combs can self-perform most major scopes for this program, including the various types of asphalt and concrete pavements and other improvements within the public right of way, including:

- Roadway and streets construction and repairs
- Parking area construction and repairs
- Park/recreation area improvements
- Shoulders
- Trails

Asphalt Concrete Pavements
- Streets
- Parking lots
- Trench patches
- Speed tables

Concrete Pavements (Flat Work)
- Curb and gutter
- ADA-compliant sidewalks, ramps, and driveways
- Muti-use paths

Concrete Structures
- Headwalls
- Catch Basins
- Retaining Walls

Drainage Features
- Rip Rap
- Strom Drains Pipe

Demolition & Removals

Mass Grading

Fine Grading

Utility Adjustments

Specific subcontractors to be utilized for all work of a certain type:

None at this time. We will use our best-value Subcontractor Selection Plan ("1.h. Subcontractor Selection Plan," pages 5-6) to select subcontractors and suppliers based on a combination of price and qualifications.

2. ARIZONA LICENSES

Combs Construction Company, Inc
Engineering Contracting (Commercial)
A General Engineering | AZ ROC # 100380

3. SIMILAR PROJECTS

Please see recent similar project highlights to the right and on the following page.

4. CLIENT REFERENCES

Suneel Garg, PE, CIP Manager
City of Avondale
480-375-5756 / sgarg@avondaleaz.gov

Steve Guizzo, Capital Projects Manager
City of Prescott
928-713-4681 / steve.guizzo@prescott-az.gov

Toby Crooks, Senior Project Manager
Town of Gilbert
602-726-5765 / toby.crooks@gilbertaz.gov

1. City of Peoria - Pinnacle Peak Road Improvements, 99th Ave. to 102nd Ave.

PROJECT SIMILARITIES

- ✓ **City of Peoria Project**
- ✓ Roadway & Off-Site improvements
- ✓ Asphalt Pavements
- ✓ Concrete Pavements
- ✓ Concrete Structures
- ✓ Drainage Features
- ✓ New Waterline
- ✓ Traffic Signal Work
- ✓ Street Lighting
- ✓ Pavement Markings
- ✓ Signing
- ✓ Landscaping & Irrigation
- ✓ Utilities Coordination
- ✓ Intensive Stakeholder Coordination

Roadway and off-site improvement project performed in accordance with City of Peoria Infrastructure Design Guidelines and Details, includes removal/replacement or new construction of a wide variety of scopes:

- Roadway pavement removal and replacement
- ADA-compliant concrete ramps, sidewalk, and driveways
- Concrete ribbon curb, vertical curb, and gutter
- Drainage features
- 16" DIP waterline
- Traffic signal improvements
- Signal interconnect conduit
- Street lighting
- Driveway reconstruction
- Fire hydrants
- Landscaping, irrigation

OWNER: City of Peoria
ROLE: Prime General Contractor
DURATION: November 2017 - June 2017
CONTRACT VALUE: $1,303,860
SAME KEY PERSONNEL: Ryan Combs, Mike Sullivan, Mike Steg



Project 1. Grand Canal Improvements

2. Grand Canal Phases I &II (Canalscape & Bike/Pedestrian Improvements)

PROJECT SIMILARITIES

- ✓ Multi-Use Pedestrian & Bicycle Path
- ✓ ADA-Compliant Concrete Pavements
- ✓ Concrete Structures
- ✓ Drainage Features
- ✓ Traffic Signal Work
- ✓ Pedestrian Safety
- ✓ Pedestrian Lighting
- ✓ Landscaping & Irrigation
- ✓ Utilities Coordination
- ✓ Intensive Stakeholder Coordination

Winner! 2020 AZ AGC Build Arizona Award (New Construction, Municipal & Utilities)



Combs successfully completed this $16 million, two-phased, 10.5 mile-long multi-use trail project in coordination with the City of Phoenix and the Salt River Project (SRP), earning the City's first ever Transportation Generating Economic Recovery (TIGER) grant.

The project created safe and convenient connections to neighborhoods, schools, light rail, bus routes, the existing pedestrian and bike network, and retail centers.

28,969 Labor hours with Zero Lost Time: Combs completed the project on time and within budget, even with the addition of major owner-added scope.

- 10' wide ADA compliant, multi-use concrete pedestrian and bicycle path
- Major intersection tie-ins with signalized crossings and HAWK pedestrian beacons
- 5 pedestrian bridges and Sky Train bridge
- Pedestrian lighting
- Shade structures, seating, gathering spaces, and dog comfort stations
- Extensive public art installations
- Landscaping and irrigation
- Neighborhood access and connection to schools, transit and cultural/commercial centers

OWNER: City of Phoenix
ROLE: Prime General Contractor
DURATION: September 2017 - February 2019 (Ph I); April 2018 - October 2019 (Ph II)
CONTRACT VALUE: $4,387,440 (Ph I); $11,670,455 (Ph II)
SAME KEY PERSONNEL: Ryan Combs, Mike Sullivan, Mike Steg, Joe Caronia

3. General Contracting Services for Flagstaff Airport - Horizontal JOC

PROJECT SIMILARITIES

- ✓ JOC Program
- ✓ Civil Construction
- ✓ Asphalt Pavements
- ✓ Concrete Pavements
- ✓ Concrete Structures
- ✓ Asphalt Milling
- ✓ Storm Drainage
- ✓ Excavation/Earthwork
- ✓ Electrical & Lighting
- ✓ Pavement Markings
- ✓ Landscaping Repairs
- ✓ Utilities Coordination
- ✓ Intensive Stakeholder Coordination

Municipal Job Order Contract program includes a wide variety of site/civil construction and repairs including:

- Roadway grading, paving, and patching
- Water and sewer lines
- Drainage features
- Concrete curb, sidewalk and structures
- Excavating
- Striping and signing
- Electrical and lighting
- Landscaping
- Demolition

OWNER: City of Flagstaff
ROLE: Prime JOC Contractor
DURATION: 2021 - 2024 + two optional 1-year renewals
CONTRACT VALUE: Up to $5 million per year, for a value up to $15 million for the total program
SAME KEY PERSONNEL: Ryan Combs, Mike Sullivan, Mike Steg, Manny Soto

4. El Cidro - Fence Construction JOC

PROJECT SIMILARITIES

- ✓ JOC Project
- ✓ Site/Civil Construction
- ✓ Grading
- ✓ Fence Work
- ✓ Vehicle & Pedestrian Gates
- ✓ Driveway
- ✓ Residential Area

Municipal Job Order Contract project for site grading, installation of 1,051 LF of MAG Detail 160 chain link fencing, 20' swing gate, pedestrian gate, and driveway.

OWNER: City of Goodyear
ROLE: Prime JOC Contractor
DURATION: November 2021
CONTRACT VALUE: $74,590
SAME KEY PERSONNEL: Ryan Combs, Mike Sullivan, Mike Steg, Manny Soto

5. McDowell Road & 107th Avenue, Project Material Purchase JOC

PROJECT SIMILARITIES

- ✓ JOC Project
- ✓ Civil Construction
- ✓ Long-Lead Item Planning
- ✓ Vendor Pre-Qualification Process
- ✓ Procurement of Materials

Municipal Job Order Contract project includes the procurement, delivery, and handling of SRP irrigation pipe and electrical conduit.

OWNER: City of Avondale
ROLE: Prime JOC Contractor
DURATION: August 2021
CONTRACT VALUE: $529,908
SAME KEY PERSONNEL: Ryan Combs, Mike Sullivan, Mike Steg, Manny Soto, Joe Caronia

6. Prescott Airport West Ramp Overlay JOC

PROJECT SIMILARITIES

- ✓ JOC Project
- ✓ Civil Construction
- ✓ Asphalt Milling
- ✓ Asphalt Pavement Overlay
- ✓ Crack Sealing
- ✓ Concrete Work
- ✓ Soil Stabilization
- ✓ Shoulder Grading
- ✓ Removals
- ✓ Intensive Stakeholder Coordination

Municipal Job Order Contract project includes asphalt milling, 2+" crack sealing, asphaltic concrete overlay, soil stabilization, shoulder grading and build-up, and removal and replacement of tie-downs embedded in concrete pavement.

OWNER: City of Prescott
ROLE: Prime JOC Contractor
DURATION: August 2021
CONTRACT VALUE: $267,700 (completed under original $284,486 contract amount!)
SAME KEY PERSONNEL: Ryan Combs, Mike Sullivan, Mike Steg, Manny Soto

1. QUALIFICATIONS & EXPERIENCE OF THE KEY PEOPLE / 2. PROJECT INFORMATION FOR KEY PERSONNEL

Ryan Combs JOC DIRECTOR

President, Combs Construction Company / 16 years of similar construction experience / **16 years** with Combs

Proven civil construction expert, with a specialty in asphalt and concrete pavements. Highly regarded across the industry for his technical expertise, understanding of constructability factors, and ability to resolve complex project challenges with cost effective solutions.

Role | Ryan works closely with our JOC Project Manager to ensure the total success of this overall JOC program and the City's satisfaction. He is also the Point of Contact for the warranty period.

Project Oversight | Valuable pre-construction contributor. Reviews budget forecasts, job order milestones, progress, and resources.

Background | Ryan started out in the construction industry in 2005 as an Equipment Operator. He is now President and an experienced manager who has been responsible for every project aspect, including constructability reviews, fee negotiations, evaluation of value engineering opportunities, partnering, project management, change orders, project coordination, scheduling, quality control, and staff management.

- AGC - Young Constructors Forum
- Bluebeam Revu
- AutoCAD
- Microsoft Excel, Microsoft Project
- Maricopa County Dust Control Coordinator
- Erosion Control Coordinator
- ATSSA Flagger Training
- OSHA 30 / First Aid & CPR Certified

Mike Sullivan JOC PROJECT MANAGER

Vice President, Combs / 22 years of similar construction experience / **11 years** with Combs

Experienced Project Manager who is integrated into every aspect of the JOC process, unifying the pre-construction and construction phases with a focus on eliminating risk for the City of Peoria.

Mike was recently awarded **ADOT's Partnering Spirit Award** for his dedication to collaborative teamwork and for personally exemplifying partnering values.

Role | As JOC Project Manager, Mike guides all job orders from start to finish, working closely with the City's Project Manager and Design Engineer and overseeing all services provided by Combs.

Total Project Control | Plan, implement, monitor and uphold. Guides team in developing all project plans and continuously monitors work so we achieve budget and schedule targets and consistently deliver the highest construction quality and safety standards across all job orders.

Background | Mike started in the construction industry in 2000 as a Heavy Equipment Operator, working on various transportation and private sector projects. He has earned a proven record of successfully managing civil infrastructure work of all sizes, from $50,000 to $20 million. He brings a strong foundation in managing large, diverse projects and has in-depth knowledge of regulatory compliance. His experience includes JOC and APDM delivery methods, commercial, industrial, and residential site work, underground systems, road and street construction, asphalt paving, PCCP, and soil stabilization methods.

- Smartsheet Project Management
- Bluebeam Revu
- Hard Dollar Estimating Software
- Microsoft Excel
- Microsoft Project
- Erosion Control Coordinator
- ATSSA Flagger Training
- OSHA 30
- First Aid & CPR

Mike Steg PRE-CONSTRUCTION MANAGER

Vice President, Combs / 28 years of similar construction experience / **22 years** with Combs

14-year Navy veteran with nearly three decades in civil construction management and a concentration in cost estimating. Detailed pre-con professional guides the team through scope verification, document review, cost modeling, and GMP development, providing timely cost feedback for best-value analysis.

Role | Mike works side-by-side with our JOC Project Manager throughout pre-construction to help the City maximize its budget for each job order.

Budget Control | Develops our comprehensive GMP and other key pre-construction deliverables in collaboration with the City and Design Engineer. Provides document management, cost estimating, design reviews, and permit coordination.

Background | Mike has also served as Project Superintendent, Project Manager, and Chief Estimator, marrying technical and operations expertise. He brings extensive experience in earthwork, asphalt paving, structural concrete, bridges, drainage, and utilities. Mike's estimating experience includes conceptual estimating, identification of assumptions, quantity take-off, and detailed breakdowns of all materials, labor, equipment, overhead and markup.

- U.S. Navy Construction Manager
- U.S. Navy Seabee
- U.S. Navy Nuclear School Graduate
- Hard Dollar Estimating Software
- Bluebeam Revu
- Microsoft Excel
- Microsoft Project
- Maricopa County Dust Control Coordinator
- Erosion Control Coordinator
- OSHA 30

SIMILAR PROJECT EXPERIENCE: Our project leaders shown above worked on the same six projects featured in Section B. Manny Soto (General Superintendent) worked on #3-6. Joe Caronia (Project Superintendent) worked on #2 & #5.

See project details on pages 9-10.

1. City of Peoria - Pinnacle Peak Road Improvements, 99th Ave. to 102nd Ave.	2. Grand Canal Phases I &II (Canalscape & Bike/Pedestrian Improvements)	3. General Contracting Services for Flagstaff Airport - Horizontal JOC	4. El Cidro - Fence Construction JOC	5. McDowell Road & 107th Avenue, Project Material Purchase JOC	6. Prescott Airport West Ramp Overlay JOC

Manny Soto GENERAL SUPERINTENDENT

16 years of similar construction experience / **1.5 years** with Combs

Knowledgeable and professional senior supervisor for all field personnel, with extensive experience in all aspects of construction operations and job site management

Role | As General Superintendent, Manny works with our JOC Project Manager to plan resources needs for each job order and efficiently allocates all necessary personnel and equipment across job sites. He also closely reviews all job order schedules and supports our Project Superintendent in making adjustments for work shifts or crews as needed to maintain project targets.

Performance Control | Manny leads our supervision staff with a drive to achieve production outputs and deliver to exacting quality standards within the tight deadlines common to JOC work. His outstanding organizational methods help maintain document control and strict observance of safety protocols.

Background | During Manny's rich 16-year civil construction career, he has served in wide variety of roles, including Heavy Equipment Operator, Carpenter, Concrete Finisher, and Structures Superintendent before advancing to his current position as Combs' General Superintendent.

Manny brings excellent problem-solving and critical thinking skills and experience in JOC programs, transportation projects, roadway improvements, civil site construction, and work in the public right of way.

- Bluebeam Revu
- Microsoft Excel
- Microsoft Project
- Maricopa County Dust Control Coordinator
- Erosion Control Coordinator
- ATSSA Flagger Training
- OSHA 30

Joe Caronia PROJECT SUPERINTENDENT

26 years of similar construction experience / **6 years** with Combs

Seasoned construction veteran with a strong background in complex, schedule-intensive projects and vast knowledge of all scopes and trades within the horizontal and vertical construction arena. On-site construction operations lead.

Role | As Project Superintendent, Joe runs daily on-site operations and manages all subcontractors and self-performed work. He implements and enforces safety plans, monitors and workmanship and quality control protocols, and ensures job orders progress safely, smoothly, and on schedule.

Planning and Execution | Joe participates in all best-value design and constructability reviews and reports directly to our JOC Project Manager, providing a seamless transition from pre-construction through construction. In the field, he guides foremen and crews in performing all work to the highest standards, updates the Three-Week Look-Ahead Schedule, and monitors daily production to keep job orders on track.

Background | Joe's experience includes roles ranging from Heavy Equipment Operator to Project Manager. He has completed a wide variety of complex projects with tight schedules.

His specialties include drainage, grading, paving, concrete flatwork, concrete structures, multi-use pathways, and linear parks. He has worked on state, county, city, municipal, tribal, and private projects and managed JOC and CMAR work.

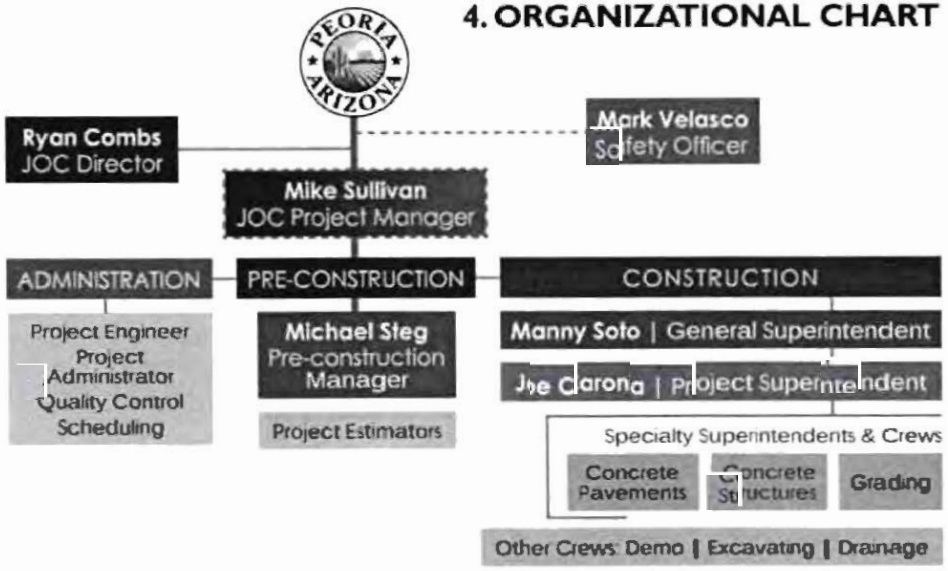
- Trimble Machine Control
- Smartsheet Project Management
- Microsoft Excel
- Maricopa County Dust Control Coordinator
- Erosion Control Coordinator
- ATSSA Flagger Training
- OSHA 30 / First Aid & CPR Certified

3. PERSPECTIVE & EXPERIENCE OF KEY PERSONNEL

Our key personnel have valuable experience in each of these activities, which are common to every project we work on. See their perspective/ role as a leader, supporter, or reviewer for each item below.

JOC ACTIVITIES	Ryan Combs	Mike Sullivan	Mike Steg	Manny Soto	Joe Caronia
Partnering	Leads	Supports	Supports	Supports	Supports
Quality control	Reviews	Supports		Supports	Leads
Project scheduling	Reviews	CPM		Reviews	3WLA
Claims		Leads			
Dispute resolution	Level 3	Level 2			Level 1
Changes in scope of work		Leads	Supports		
Construction safety		Supports		Supports	Leads
Value engineering	Supports	Supports	Leads	Supports	Supports
Balancing workloads	Supports	Supports		Leads	
Ways to reduce costs to the owner	Everyone Leads - Cost reduction is the shared responsibility of the entire team.				

4. ORGANIZATIONAL CHART



ARIZONA REGISTRAR OF CONTRACTORS LICENSE IDENTIFICATION CARD(S)

LICENSE EFFECTIVE THROUGH 11/30/2021

STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Combs Construction Company Inc

CONTRACTORS LICENSE NO ROC 100380 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

STATEMENT OF BONDING CAPACITY

Please see the following page.

TERMINATED CONTRACTS OR SUBCONTRACTS

Combs has not had any contract or subcontract held by our company or its officers which has been terminated within the last five (5) years for cause.

CLAIMS RESULTING IN LITIGATION OR ARBITRATION WITHIN THE LAST 5 YEARS

Combs has not had any claims arising from a contract owner, which resulted in litigation or arbitration within the last five (5) years.

STATEMENT OF BONDING CAPACITY

CNA SURETY

October 22, 2021

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

RE: CITYWIDE CIVIL/SITE WORK
SOLICITATION NUMBER: P22-0020
Bondability Letter / Combs Construction Company Inc.

Dear Sir/Madam:

We have been asked to provide a letter indicating the bonding program currently available to Combs Construction Company Inc. Combs Construction Company Inc. is a highly valued client of CNA Surety [Western Surety Company (NAIC #13188)]. During this time, they have demonstrated the ability to perform contracts, large and small, on numerous types of construction work.

In the current AM Best Rating Guide, Western Surety Company is rated A (XIV). Western Surety Company has handled Combs Construction Company Inc.'s surety needs since 2014.

There is no stated maximum single size job or aggregate program for our valued client. We can provide an indication of the single size job and aggregate programs that we have supported Combs Construction Company Inc. on over the duration of our relationship. We have previously approved performance and payment bonds for Combs Construction Company, Inc. on single contracts in excess of $100 million, and aggregate programs in excess of $300 million.

Upon proper application by Combs Construction Company, Inc., 100% Performance and Payment Bonds will be given full consideration. It is understood that approval of any bonds is subject to receipt and review of acceptable contract terms and conditions, acceptable bond forms, as well as other underwriting conditions, which may exist at the time of the request. Any request for bonds is a matter solely between Combs Construction Company Inc., the surety, and us. Therefore, neither we nor the surety assume liability to any third party, or to you, if for any reason we do not execute said bonds.

We hope this provides the information you need. If you have any questions on this matter, please do not hesitate to contact us.

Sincerely,

Western Surety Company

D Garcia

Donna Garica, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On OCT 2 2 2021 before me, Meghan Hanes, Notary Public, personally appeared Donna Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Meghan Hanes
Signature of Notary Public

STATEMENT OF BONDING CAPACITY

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Tom Branigan, Edward C Spector, Lisa K Crail, Simone Gerhard, B Aleman, K D Wapato, April Martinez, Samantha Fazzini, Marina Tapia, Donna Garcia, Rosa E Rivas, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of February, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 13th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.

OCT 22 2021

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ATTACHMENT C

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

(See Attached)

City of Peoria
JOC Pricing Matrix

P22-0020, JOC for Citywide Civil/Site Work

Contractor: Combs Construction Company

Indirect Cost of the Work	$1.00 to $100,000	$100,001 to $250,000	$250,001 to $500,000	$500,001 to $1,000,000	$1,000,001 to $2,000,000	over $2,000,000
Overhead	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Profit	6.00%	6.00%	5.50%	5.00%	5.00%	5.00%
Payment & Performance Bonds	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
Insurance *	1.20%	1.20%	1.20%	1.20%	1.20%	1.20%
Tax (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	**18.465%**	**18.465%**	**17.965%**	**17.465%**	**17.465%**	**17.465%**

Job Order Cost Proposal

CONTRACTOR NAME: **Combs Construction Company**

Contract Type: Citywide Civil/Site Work

Job Order No: TBD

City Project Mgr:

Fee Type: GMP

Location:

Job Title:

City Project No:

Contractors Job No:

Prepared By:

Date:

Revision:

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

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity		Labor Cost	Total
Project Manager	Hours	1.00		$ 94.59	$ 94.59
General Superintendent	Hours	1.00		$ 72.45	$ 72.45
Estimator	Hours	1.00		$ 104.65	$ 104.65
Project Engineer	Hours	1.00		$ 60.38	$ 60.38
Admin	Hours	1.00		$ 37.03	$ 37.03
Project Superintendent	Hours	1.00		$ 68.43	$ 68.43
Foreman	Hours	1.00		$ 58.36	$ 58.36
Equipment Operator Group 4	Hours	1.00		$ 54.69	$ 54.69
Equipment Operator Group 3	Hours	1.00		$ 53.03	$ 53.03
Equipment Operator Group 2	Hours	1.00		$ 51.29	$ 51.29
Equipment Operator Group 1	Hours	1.00		$ 46.03	$ 46.03
Carpentar	Hours	1.00		$ 45.21	$ 45.21
Concrete Finisher	Hours	1.00		$ 42.67	$ 42.67
Concrete Foreman	Hours	1.00		$ 58.36	$ 58.36
General Labor	Hours	1.00		$ 35.31	$ 35.31
Safety Officer	Hours	1.00		$ 90.00	$ 90.00
Mechanic	Hours	1.00		$ 56.30	$ 56.30
	Hours	-			$ -
	Hours	-			$ -
**Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.*					$ 1,028.78

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

Item	Unit	Quantity	Equipment Cost	
			Unit Price	Total
Pickup 4x4 3/4 Crew Cab Gas	Hours	1 00	$ 26 67	$ 26 67
Caterpillar (CAT) 420E Backhoe	Hours	1 00	$ 48 65	$ 48 65
Deere 210LE Gannon	Hours	1 00	$ 47 35	$ 47 35
CAT 140M2 Motor Grader	Hours	1 00	$ 146 82	$ 146 82
CAT 305 5 Mini Excavator	Hours	1 00	$ 68 31	$ 68 31
Ingersoll Rand DD 138HF Roller	Hours	1 00	$ 179 34	$ 179 34
CAT 330C Excavator	Hours	1 00	$ 170 16	$ 170 16
CAT 950G Loader	Hours	1 00	$ 79 81	$ 79 81
CAT AP-1055D Paver	Hours	1 00	$ 416 04	$ 416 04
CAT CB-64 Pave Roller	Hours	1 00	$ 209 73	$ 209 73
CAT 613C Series II Scraper	Hours	1 00	$ 188 59	$ 188 59
CAT 623F Scraper	Hours	1 00	$ 292 06	$ 292 06
CAT D6 Dozer	Hours	1 00	$ 200 68	$ 200 68
4000 Gallon Water Truck	Hours	1 00	$ 57 34	$ 57 34
Tymco Pickup Broom	Hours	1 00	$ 97 12	$ 97 12
Light Tower	Hours	1 00	$ 8 29	$ 8 29
Dump Trailer / Flat Bed Trailer	Hours	1 00	$ 6 00	$ 6 00
Transport Truck	Hours	1 00	$ 26 02	$ 26 02
Transport Trailer	Hours	1 00	$ 73 65	$ 73 65
Cat Skid Steer	Hours	1 00	$ 52 05	$ 52 05
Allied Concrete Breaker	Hours	1 00	$ 30 14	$ 30 14
Ingersoll Rand P185WIR Compressor	Hours	1 00	$ 21 40	$ 21 40
Trash Pump	Hours	1 00	$ 3 49	$ 3 49
Vac Trailer (soft dig)	Hours	1 00	$ 150 00	$ 150 00
Small Tools (Jumping Jack, Plate Tamps Towable Mixers)	Hours	1.00	$ 10.00	$ 10 00
	Hours	-		$ -
	Hours	-		$ -
	Hours	-		$
	Hours	-		$ -
			Subtotal Equipment Cost (B)	$ 2,609 71

SECTION C: MATERIALS

Item	Unit	Quantity		Material Cost	
				Unit Price	Total
Material - 01		-		$ -	$ -
Material - 02		-		$ -	$ -
Material - 03		-		$ -	$ -
Material - 04		-		$ -	$ -
Material - 05		-		$ -	$ -
		-		$ -	$ -
			Subtotal Material Cost (C)		$ -

SECTION D: SUBS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Total Cost
TBD	Subcontractors	$ -
TBD	Consultants	$ -
TBD		$ -
TBD		$ -
TBD		$ -
	Subtotal Subcontractors & Consultants (D)	$ -

SECTION E: RENTAL EQUIPMENT

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

SECTION F: GENERAL CONDITIONS OF THE WORK

Item	Unit	Quantity		General Conditions Cost	
				Unit Price	Total
Mobilization / Demobilization		-		$ -	$ -
Permits & Environmental Controls		-		$ -	$ -
Temporary Facilities & Controls		-		$ -	$ -
Engineering / Testing		-		$ -	$ -
Site Support		-		$ -	$ -
Miscellaneous / Other		-		$ -	$ -
			Subtotal General Conditions (F)		$ -

OVERHEAD % (% to be taken from matrix)

PROFIT % (% to be taken from matrix)

Subtotal General Contractor Costs (A+C+E+F)	$	1,028.78
O&P (0.00% of A+C+E+F)		$0.00
Subtotal General Contractor Costs (B)	$	2,609.71
Total General Contractor Costs including O&P	$	3,638.49
Subtotal Subcontractor Costs (D)		$0.00
Subcontractor Profit (5% of D)		$0.00
Total Subcontractor Costs including O&P		$0.00
TOTAL GC and Subcontractor Costs including O&P		$3,638.49
Insurance Costs @ 0.0%		$36.38
Bond Costs @ 0.0%		$43.66
Sales Tax (65% of 8.1%)		$195.78
Subtotal Job Cost:		**$3,914.32**
Project Contingencies		$0.00
Project Allowances		$0.00

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: $3,914.32

Submitted by

_____ _____

Date

Rev 12/13/2021 LH

Job Order Cost Proposal Clarifications

Project:
Date:
Revision:

#	**Includes:**
1	
2	
3	
4	

#	**Excludes:**
1	
2	
3	
4	

#	**Clarifications:**
1	
2	
3	
4	

#	**Price Assumes:**
1	Normal Working Hours
2	
3	
4	

#	**Assumes Owner to Provide:**
1	
2	
3	
4	

#	**Potential Contingency Usage:**
1	
2	
3	

#	**Project Allowance Details:**
1	
2	
3	

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for Pick up 4x4 3/4 Crew Gas in All Saved Models

December 27, 2021

Miscellaneous 4X4 3/4 285 CREW GAS
On-Highway Light Duty Trucks

Size Class
200 - 299 HP
Weight
N/A

Configuration for 4X4 3/4 285 CREW GAS

Axle Configuration	**4X4**	Cab Type	**Crew**
Horsepower	**285.0**	Power Mode	**Gasoline**
Ton Rating	**3/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $845.00	USD $235.00	USD $69.00	USD $9.00	USD $21.87	USD $26.67
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020 99.9%)	(USD $0.85)	(USD $0.23)	(USD $0.06)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $844.16**	**USD $234.76**	**USD $68.94**	**USD $8.99**	**USD $21.87**	**USD $26.67**

Non-Active Use Rates	Hourly
Standby Rate	USD $3.41
Idling Rate	USD $22.43

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD $481.65/mo
Overhaul (ownership)	29%	USD $245.05/mo
CFC (ownership)	2%	USD $16.90/mo
Indirect (ownership)	12%	USD $101.40/mo
Fuel (operating) @ USD 3.26	81%	USD $17.63/hr

Revised Date: 4th quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for RYANCOMBS12 in All Saved Models

December 27, 2021

Caterpillar 420E (disc. 2012)
Tractor-Loader-Backhoes

Size Class
14' to Under 15'
Weight
15474 lbs



Configuration for 420E (disc. 2012)

Drive	**4WD**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,935.00	USD $1,100.00	USD $275.00	USD $41.00	USD $26.29	USD $48.65
Adjustments						
Region (100%)	-		-			
Model Year (2012 100%)	-		-			
Adjusted Hourly Ownership Cost (100%)	-		-			
Hourly Operating Cost (100%)						
Total:	**USD $3,935.00**	**USD $1,100.00**	**USD $275.00**	**USD $41.00**	**USD $26.29**	**USD $48.65**

Non-Active Use Rates	Hourly
Standby Rate	USD $10.73
Idling Rate	USD $34.60

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD $1,337.90/mo
Overhaul (ownership)	52%	USD $2,046.20/mo
CFC (ownership)	3%	USD $118.05/mo
Indirect (ownership)	11%	USD $432.85/mo
Fuel (operating) @ USD 3.37	47%	USD $12.24/h

Revised Date: 4th quarter 2021

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS10 in All Saved Models

December 27, 2021

Deere 210LE (disc. 2008)
Tractor-Loaders

Size Class
70 - 79 HP
Weight
10405 lbs



Configuration for 210LE (disc. 2008)

Drive	**4WD**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,800.00	USD $1,065.00	USD $265.00	USD $40.00	USD $25.76	USD $47.35
Adjustments						
Region (100%)			-			
Model Year (2008: 100%)			-			
Adjusted Hourly Ownership Cost (100%)			-			
Hourly Operating Cost (100%)					-	
Total:	**USD $3,800.00**	**USD $1,065.00**	**USD $265.00**	**USD $40.00**	**USD $25.76**	**USD $47.35**

Non-Active Use Rates	Hourly
Standby Rate	USD $9.28
Idling Rate	USD $31.30

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	USD $1,102.00/mo
Overhaul (ownership)	57%	USD $2,166.00/mo
CFC (ownership)	2%	USD $76.00/mo
Indirect (ownership)	12%	USD $456.00/mo
Fuel (operating) @ USD 3.37	38%	USD $9.71/hr

Revised Date: 4th quarter 2021

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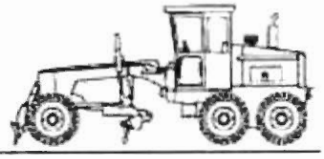
All prices shown in US dollars ($)

Adjustments for RYANCOMBS13 in All Saved Models

December 27, 2021

Caterpillar 140M2 (disc. 2014)
Articulated Frame Graders

Size Class
170 - 199 HP
Weight
37916 lbs



Configuration for 140M2 (disc. 2014)

Moldboard Size	**12.0 ft**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $14,305.00	USD $4,005.00	USD $1,000.00	USD $150.00	USD $65.54	USD $146.82
Adjustments						
Region (100%)						
Model Year (2014 100%)				-		
Adjusted Hourly Ownership Cost (100%)				-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,305.00**	**USD $4,005.00**	**USD $1,000.00**	**USD $150.00**	**USD $65.54**	**USD $146.82**

Non-Active Use Rates	Hourly
Standby Rate	USD $39.01
Idling Rate	USD $102.11

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $4,720.65/mo
Overhaul (ownership)	52%	USD $7,438.80/mo
CFC (ownership)	3%	USD $429.15/mo
Indirect (ownership)	12%	USD $1,716.60/mo
Fuel (operating) @ USD 3.37	32%	USD $20.83/hr

Revised Date: 4th quarter 2021

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EquipmentWatch.

www.equipmentwatch.com

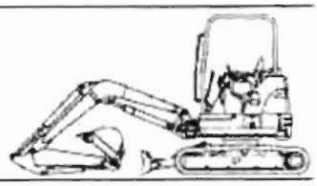
All prices shown in US dollars ($)

Adjustments for RYANCOMBS14 in All Saved Models

December 27, 2021

Caterpillar 305.5D CR (disc. 2013)
Crawler Mounted Compact Excavators

Size Class
5.1 - 6.0 MTons
Weight
11696 lbs



Configuration for 305.5D CR (disc. 2013)

Operating Weight	**5.3 mt**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,020.00	USD $1,965.00	USD $490.00	USD $74.00	USD $28.42	USD $68.31
Adjustments						
Region (100%)		-	-	-		
Model Year (2013: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)			-			
Hourly Operating Cost (100%)						
Total:	**USD $7,020.00**	**USD $1,965.00**	**USD $490.00**	**USD $74.00**	**USD $28.42**	**USD $68.31**

Non-Active Use Rates	Hourly
Standby Rate	USD $23.53
Idling Rate	USD $46.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $2,948.40/mo
Overhaul (ownership)	41%	USD $2,878.20/mo
CFC (ownership)	3%	USD $210.60/mo
Indirect (ownership)	14%	USD $982.80/mo
Fuel (operating) @ USD 3.37	23%	USD $6.50/hr

Revised Date: 4th quarter 2021

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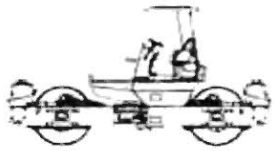
All prices shown in US dollars ($)

Adjustments for RYANCOMBS15 in All Saved Models

December 27, 2021

Ingersoll Rand DD138HF (disc. 2007)
Tandem Vibratory Compactors

Size Class
11.3 MTons & Over
Weight
30325 lbs



Configuration for DD138HF (disc. 2007)

Drum Width	**84.0 in**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $18,775.00	USD $5,260.00	USD $1,315.00	USD $200.00	USD $72.66	USD $179.34
Adjustments						
Region (100%)	-	-	-	-		
Model Year (200/ 100%)	-			-		
Adjusted Hourly Ownership Cost (100%)	-	-	-			
Hourly Operating Cost (100%)					-	
Total:	**USD $18,775.00**	**USD $5,260.00**	**USD $1,315.00**	**USD $200.00**	**USD $72.66**	**USD $179.34**

Non-Active Use Rates	Hourly
Standby Rate	USD $43.74
Idling Rate	USD $120.39

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28%	USD $5,257.00/mo
Overhaul (ownership)	59%	USD $11,077.25/mo
CFC (ownership)	2%	USD $375.50/mo
Indirect (ownership)	11%	USD $2,065.25/mo
Fuel (operating) @ USD 3.37	19%	USD $13.71/hr

Revised Date: 4th quarter 2021

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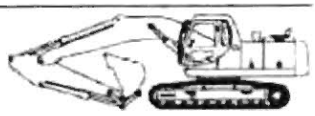
All prices shown in US dollars ($)

Adjustments for RYANCOMBS16 in All Saved Models

December 27, 2021

Caterpillar 330C L (disc. 2006)
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
81065 lbs



Configuration for 330C L (disc. 2006)

Operating Weight	**35.1 mt**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $15,780.00	USD $4,420.00	USD $1,105.00	USD $165.00	USD $80.50	USD $170.16
Adjustments						
Region (100%)						
Model Year (2006 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	**USD $15,780.00**	**USD $4,420.00**	**USD $1,105.00**	**USD $165.00**	**USD $80.50**	**USD $170.16**

Non-Active Use Rates	Hourly
Standby Rate	USD $42.14
Idling Rate	USD $107.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	USD $5,680.80/mo
Overhaul (ownership)	53%	USD $8,363.40/mo
CFC (ownership)	3%	USD $473.40/mo
Indirect (ownership)	8%	USD $1,262.40/mo
Fuel (operating) @ USD 3.37	22%	USD $17.50/hr

Revised Date: 4th quarter 2021

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS24 in All Saved Models

December 27, 2021

Caterpillar 950G SERIES II (disc. 2005)
4-Wd Articulated Wheel Loaders

Size Class
175 - 199 HP
Weight
39198 lbs



Configuration for 950G SERIES II (disc. 2005)

Operator Protection **EROPS** Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $7,320.00	USD $2,050.00	USD $515.00	USD $77.00	USD $38.22	USD $79.81
Adjustments						
Region (100%)	-		-	-		
Model Year (2005 100%)	-		-			
Adjusted Hourly Ownership Cost (100%)	-		-			
Hourly Operating Cost (100%)						
Total:	**USD $7,320.00**	**USD $2,050.00**	**USD $515.00**	**USD $77.00**	**USD $38.22**	**USD $79.81**

Non-Active Use Rates	Hourly
Standby Rate	USD $24.54
Idling Rate	USD $53.07

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD $3,220.80/mo
Overhaul (ownership)	41%	USD $3,001.20/mo
CFC (ownership)	3%	USD $219.60/mo
Indirect (ownership)	12%	USD $878.40/mo
Fuel (operating) @ USD 3.37	30%	USD $11.48/hr

Revised Date: 4th quarter 2021

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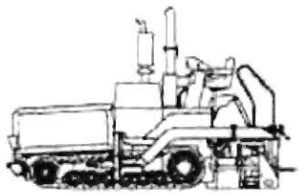
All prices shown in US dollars ($)

Adjustments for RYANCOMBS28 in All Saved Models

December 27, 2021

Caterpillar AP-1055D (disc. 2011)
Crawler Mounted Asphalt Pavers

Size Class
35,000 lbs & Over
Weight
45130 lbs



Configuration for AP-1055D (disc. 2011)

Power Mode **Diesel** Screed Model **Extend-A-Mat 10-20B**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $40,140.00	USD $11,240.00	USD $2,810.00	USD $420.00	USD $187.97	USD $416.04
Adjustments						
Region (100%)	-			-		
Model Year (2011 100%)	-			-		
Adjusted Hourly Ownership Cost (100%)	-			-		
Hourly Operating Cost (100%)						
Total:	**USD $40,140.00**	**USD $11,240.00**	**USD $2,810.00**	**USD $420.00**	**USD $187.97**	**USD $416.04**

Non-Active Use Rates	Hourly
Standby Rate	USD $68.42
Idling Rate	USD $258.52

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20%	USD $8,028.00/mo
Overhaul (ownership)	70%	USD $28,098.00/mo
CFC (ownership)	2%	USD $802.80/mo
Indirect (ownership)	8%	USD $3,211.20/mo
Fuel (operating) @ USD 3.37	16%	USD $30.55/hr

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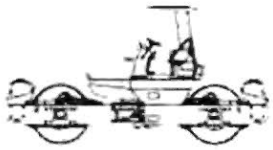
All prices shown in US dollars ($)

Adjustments for RYANCOMBS29 in All Saved Models

December 27, 2021

Caterpillar CB-64
Tandem Vibratory Compactors

Size Class
11.3 MTons & Over
Weight
28616 lbs



Configuration for CB-64

Drum Width	**84.0 in**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $24,950.00	USD $6,985.00	USD $1,745.00	USD $260.00	USD $68.25	USD $210.01
Adjustments						
Region (100%)	-	-	-			
Model Year (2017 99.8%)	(USD $49.90)	(USD $13.97)	(USD $3.49)	(USD $0.52)		
Adjusted Hourly Ownership Cost (100%)	-		-			
Hourly Operating Cost (100%)						
Total:	**USD $24,900.10**	**USD $6,971.03**	**USD $1,741.51**	**USD $259.48**	**USD $68.25**	**USD $209.73**

Non-Active Use Rates	Hourly
Standby Rate	USD $53.01
Idling Rate	USD $151.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28%	USD $6,986.00/mo
Overhaul (ownership)	59%	USD $14,720.50/mo
CFC (ownership)	2%	USD $499.00/mo
Indirect (ownership)	11%	USD $2,744.50/mo
Fuel (operating) @ USD 3.37	15%	USD $10.22/hr

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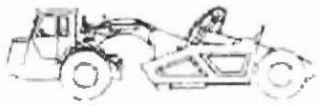
All prices shown in US dollars ($)

Adjustments for RYANCOMBS3 in All Saved Models

December 27, 2021

Caterpillar 613C SERIES II (disc. 2008)
Single Engine Elevating Scrapers

Size Class:
Under 12CY
Weight:
33650 lbs



Configuration for 613C SERIES II (disc. 2008)

Operator Protection	**EROPS**	Power Mode	**Diesel**
Scraper Capacity	**8.9 - 11.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $16,095.00	USD $4,505.00	USD $1,125.00	USD $170.00	USD $97.14	USD $188.59
Adjustments						
Region (100%)	-			-		
Model Year (2008 100%)	-		-	-		
Adjusted Hourly Ownership Cost (100%)				-		
Hourly Operating Cost (100%)						
Total:	**USD $16,095.00**	**USD $4,505.00**	**USD $1,125.00**	**USD $170.00**	**USD $97.14**	**USD $188.59**

Non-Active Use Rates	Hourly
Standby Rate	USD $36.50
Idling Rate	USD $109.48

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27%	USD $4,345.65/mo
Overhaul (ownership)	60%	USD $9,657.00/mo
CFC (ownership)	3%	USD $482.85/mo
Indirect (ownership)	10%	USD $1,609.50/mo
Fuel (operating) @ USD 3.37	19%	USD $18.03/hr

Revised Date: 4th quarter 2021

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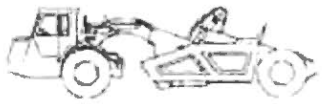
All prices shown in US dollars ($)

Adjustments for RYANCOMBS39 in All Saved Models

December 27, 2021

Caterpillar 623F (disc. 2000)
Single Engine Elevating Scrapers

Size Class
18 & Under 30CY
Weight
77800 lbs



Configuration for 623F (disc. 2000)

Operator Protection	**EROPS**	Power Mode	**Diesel**
Scraper Capacity	**18.0 - 23.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $25,150.00	USD $7,045.00	USD $1,760.00	USD $265.00	USD $149.16	USD $292.06
Adjustments						
Region (100%)	-	-		-		
Model Year (2000: 100%)	-		-	-		
Adjusted Hourly Ownership Cost (100%)	-	-		-		
Hourly Operating Cost (100%)					-	
Total:	**USD $25,150.00**	**USD $7,045.00**	**USD $1,760.00**	**USD $265.00**	**USD $149.16**	**USD $292.06**

Non-Active Use Rates	Hourly
Standby Rate	USD $57.16
Idling Rate	USD $180.50

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27%	USD $6,790.50/mo
Overhaul (ownership)	60%	USD $15,090.00/mo
CPC (ownership)	3%	USD $754.50/mo
Indirect (ownership)	10%	USD $2,515.00/mo
Fuel (operating) @ USD 3.37	25%	USD $37.60/hr

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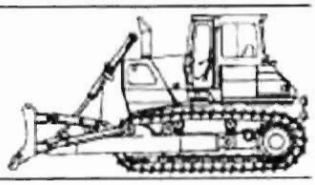
All prices shown in US dollars ($)

Adjustments for RYANCOMBS57 in All Saved Models

December 27, 2021

Caterpillar D6T (disc. 2019)
Standard Crawler Dozers

Size Class:
160 - 189 HP
Weight:
40550 lbs



Configuration for D6T (disc. 2019)

Dozer Type	**Semi-U**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $20,360.00	USD $5,700.00	USD $1,425.00	USD $215.00	USD $85.00	USD $200.68
Adjustments						
Region (100%)	-		-	-		
Model Year (2019: 100%)						
Adjusted Hourly Ownership Cost (100%)	-					
Hourly Operating Cost (100%)					-	
Total:	**USD $20,360.00**	**USD $5,700.00**	**USD $1,425.00**	**USD $215.00**	**USD $85.00**	**USD $200.68**

Non-Active Use Rates	Hourly
Standby Rate	USD $49.74
Idling Rate	USD $137.75

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	USD $6,311.60/mo
Overhaul (ownership)	57%	USD $11,605.20/mo
CFC (ownership)	2%	USD $407.20/mo
Indirect (ownership)	10%	USD $2,036.00/mo
Fuel (operating) @ USD 3.37	28%	USD $22.07/hr

Revised Date: 4th quarter 2021

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Adjustments for Water Truck 4000 gal in All Saved Models

December 27, 2021

Miscellaneous DSL 6X4 4000
On-Highway Water Tankers

Size Class:
200 HP & Over
Weight:
14000 lbs

Configuration for DSL 6X4 4000

Horsepower	250.0	Power Mode	Diesel
Tank Capacity	4000.0 gal		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,745.00	USD $1,050.00	USD $265.00	USD $40.00	USD $36.93	USD $58.21
Adjustments						
Region (Arizona: 96.1%)	(USD $146.05)	(USD $40.95)	(USD $10.34)	(USD $1.56)		
Model Year (2018: 99.8%)	(USD $7.20)	(USD $2.02)	(USD $0.51)	(USD $0.08)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	**USD $3,591.75**	**USD $1,007.03**	**USD $254.15**	**USD $38.36**	**USD $36.93**	**USD $57.34**

Non-Active Use Rates	Hourly
Standby Rate	USD $13.88
Idling Rate	USD $41.49

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	53%	USD $1,984.85/mo
Overhaul (ownership)	32%	USD $1,198.40/mo
CFC (ownership)	2%	USD $74.90/mo
Indirect (ownership)	13%	USD $486.85/mo
Fuel (operating) @ USD 3.37	57%	USD $21.08/hr

Revised Date: 4th quarter 2021

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS9 in All Saved Models

December 27, 2021

Tymco 210 W/DIESEL
Dual Engine Pavement Sweepers

Size Class
All
Weight
7200 lbs

Configuration for 210 W/DIESEL

Carrier Horsepower	**150.0**	Horsepower	**31.4**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,585.00	USD $1,845.00	USD $460.00	USD $69.00	USD $59.89	USD $97.30
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2016 99.5%)	(USD $32.92)	(USD $9.23)	(USD $2.30)	(USD $0.34)		
Adjusted Hourly Ownership Cost (100%)	-		-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,552.08**	**USD $1,835.78**	**USD $457.70**	**USD $68.65**	**USD $59.89**	**USD $97.12**

Non-Active Use Rates	Hourly
Standby Rate	USD $10.80
Idling Rate	USD $59.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20%	USD $1,317.00/mo
Overhaul (ownership)	71%	USD $4,675.35/mo
CFC (ownership)	1%	USD $65.85/mo
Indirect (ownership)	8%	USD $526.80/mo
Fuel (operating) @ USD 3.37	38%	USD $22.63/hr

Revised Date: 4th quarter 2021

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS70 in All Saved Models

December 27, 2021

Average AVERAGE THRU 7 KW
Portable Light Towers

Size Class
Thru 7 KW
Weight
N/A

Configuration for AVERAGE THRU 7 KW

Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $850.00	USD $240.00	USD $80.00	USD $9.00	USD $3.46	USD $8.29
Adjustments						
Region (100%)	-					
Model Year (2021 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					-	
Total:	**USD $850.00**	**USD $240.00**	**USD $80.00**	**USD $9.00**	**USD $3.46**	**USD $8.29**

Non-Active Use Rates	Hourly
Standby Rate	USD $1.93
Idling Rate	USD $4.83

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32%	USD $272.00/mo
Overhaul (ownership)	60%	USD $510.00/mo
CFC (ownership)	1%	USD $8.50/mo
Indirect (ownership)	7%	USD $59.50/mo

Fuel cost data is not available for these rates.

Revised Date: 4th quarter 2021

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Adjustments for RYANCOMBS66 in All Saved Models

December 27, 2021

Mfr. Unknown BUMPER PULL TRAILER
Non-Tilt Deck Utility Trailers

Size Class
All
Weight
N/A

Configuration for BUMPER PULL TRAILER

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	USD $658.00	USD $258.00	USD $92.00
Adjustments			
Region (100%)			-
User Defined			
Rental Rates (100%)	-	-	-
Total:	**USD $658.00**	**USD $258.00**	**USD $92.00**

Date Last Updated: Dec 01, 2015

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Adjustments for RYANCOMBS6 in All Saved Models

December 27, 2021

Miscellaneous 3 60
Hydraulic Removable Gooseneck Equipment Trailers

Size Class:
All
Weight:
21000 lbs

Configuration for 3 60

Capacity	60.0 t	Number Of Axles	3.0
Number Of Tires	12.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,740.00	USD $770.00	USD $195.00	USD $29.00	USD $10.75	USD $26.32
Adjustments						
Region (100%)	-	-	-			
Model Year (2016 98.1%)	(USD $52.06)	(USD $14.63)	(USD $3.70)	(USD $0.55)		
Adjusted Hourly Ownership Cost (100%)	-	-	-			
Hourly Operating Cost (100%)						
Total:	**USD $2,687.94**	**USD $755.37**	**USD $191.29**	**USD $28.45**	**USD $10.75**	**USD $26.02**

Non-Active Use Rates	Hourly
Standby Rate	USD $10.08
Idling Rate	USD $15.27

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $1,287.80/mo
Overhaul (ownership)	34%	USD $931.60/mo
CFC (ownership)	2%	USD $54.80/mo
Indirect (ownership)	17%	USD $465.80/mo

Fuel cost data is not available for these rates

Revised Date: 4th quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS67 in All Saved Models

December 27, 2021

Wacker 2 TRASH PUMP (disc. 2013)
Self Priming Trash Pumps

Size Class
To 2
Weight
N/A



Configuration for 2 TRASH PUMP (disc. 2013)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors.

	Monthly	Weekly	Daily
Published Rates	USD $615.00	USD $234.00	USD $68.00
Adjustments			
Region (100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	**USD $615.00**	**USD $234.00**	**USD $68.00**

Date Last Updated: Sep 01, 2021

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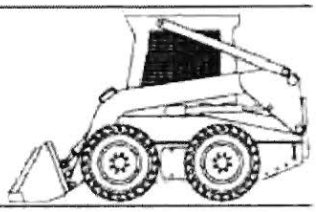
All prices shown in US dollars ($)

Adjustments for RYANCOMBS44 in All Saved Models

December 27, 2021

Caterpillar 248B (disc. 2007)
Skid Steer Loaders

Size Class:
1751 - 2200 lbs
Weight:
7321 lbs



Configuration for 248B (disc. 2007)

Hydraulic Tank Capacity	**9.2 gal**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,705.00	USD $1,320.00	USD $330.00	USD $50.00	USD $25.32	USD $52.05
Adjustments						
Region (100%)	-		-			
Model Year (2007 100%)		-	-			
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	**USD $4,705.00**	**USD $1,320.00**	**USD $330.00**	**USD $50.00**	**USD $25.32**	**USD $52.05**

Non-Active Use Rates	Hourly
Standby Rate	USD $8.55
Idling Rate	USD $36.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22%	USD $1,035.10/mo
Overhaul (ownership)	68%	USD $3,199.40/mo
CFC (ownership)	2%	USD $94.10/mo
Indirect (ownership)	8%	USD $376.40/mo
Fuel (operating) @ USD 3.37	37%	USD $9.48/hr

Revised Date: 4th quarter 2021

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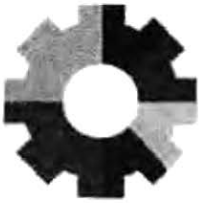
All prices shown in US dollars ($)

Adjustments for RYANCOMBS43 in All Saved Models

December 27, 2021

Ingersoll Rand P185WIR (disc. 2008)
Portable Rotary Screw Air Compressors

Size Class
125 - 249 cfm
Weight
2325 lbs



Configuration for P185WIR (disc. 2008)

Air Delivery Rating	**185.0 cu ft/min**	Horsepower	**65.0**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $1,300.00	USD $365.00	USD $91.00	USD $14.00	USD $14.01	USD $21.40
Adjustments						
Region (100%)						
Model Year (2008 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	**USD $1,300.00**	**USD $365.00**	**USD $91.00**	**USD $14.00**	**USD $14.01**	**USD $21.40**

Non-Active Use Rates	Hourly
Standby Rate	USD $2.36
Idling Rate	USD $15.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24%	USD $312.00/mo
Overhaul (ownership)	68%	USD $884.00/mo
CFC (ownership)	2%	USD $26.00/mo
Indirect (ownership)	6%	USD $78.00/mo
Fuel (operating) @ USD 3.37	56%	USD $7.89/hr

Revised Date: 4th quarter 2021

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS45 in All Saved Models

December 27, 2021

Allied 735 (disc. 2003)
Hydraulic Impact Breakers

Size Class:
1,001 - 1,500 lb
Weight:
1250 lbs

Configuration for 735 (disc. 2003)

Power Mode **Hydraulic**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,205.00	USD $900.00	USD $225.00	USD $34.00	USD $11.93	USD $30.14
Adjustments						
Region (100%)						
Model Year (2003: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	**USD $3,205.00**	**USD $900.00**	**USD $225.00**	**USD $34.00**	**USD $11.93**	**USD $30.14**

Non-Active Use Rates	Hourly
Standby Rate	USD $7.47
Idling Rate	USD $18.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $1,057.65/mo
Overhaul (ownership)	59%	USD $1,890.95/mo
CFC (ownership)	1%	USD $32.05/mo
Indirect (ownership)	7%	USD $224.35/mo

Fuel cost data is not available for these rates.

Revised Date: 4th quarter 2021

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All prices shown in US dollars ($)

Adjustments for RYANCOMBS5 in All Saved Models

December 27, 2021

Miscellaneous 6X4 75KGVW DSL
On-Highway Truck Tractors

Size Class
60,001 GVW & Over
Weight
19688 lbs

Configuration for 6X4 75KGVW DSL

Axle Configuration	**6X4**	Horsepower	**400.0**
Maximum Gross Vehicle Weight	**75000.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,990.00	USD $1,120.00	USD $280.00	USD $42.00	USD $51.41	USD $74.08
Adjustments						
Region (100%)	-					
Model Year (2014 98.1%)	(USD $75.81)	(USD $21.28)	(USD $5.32)	(USD $0.80)		
Adjusted Hourly Ownership Cost (100%)	-					
Hourly Operating Cost (100%)						
Total:	**USD $3,914.19**	**USD $1,098.72**	**USD $274.68**	**USD $41.20**	**USD $51.41**	**USD $73.65**

Non-Active Use Rates	Hourly
Standby Rate	USD $13.12
Idling Rate	USD $55.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD $1,795.50/mo
Overhead (ownership)	41%	USD $1,635.90/mo
CFC (ownership)	2%	USD $79.80/mo
Indirect (ownership)	12%	USD $478.80/mo
Fuel (operating) @ USD 3.37	64%	USD $33.05/hr

Revised Date: 4th quarter 2021

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ATTACHMENT D

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

(See Attached)

COMBS CONSTRUCTION COMPANY, INC.

CONTACT LIST

PROJECT NAME: City of Peoria JOC Citywide Civil/Site Work
CONTRACT NO: P22-0020
CCC PROJECT NO: 21.026
OWNER: City of Peoria

NAME	TITLE	PHONE	EMAIL
Jim Combs	CEO	(602) 237-4029	jim@combsaz.com
Ryan Combs	President / JOC Director	(602) 920-9314	ryan@combsaz.com
Michael Sullivan	Vice President / Project Manager	(623) 738-7556	msullivan@combsaz.com
Mike Steg	Vice President / Pre-construction Manager	(602) 237-4029	mike@combsaz.com
Ozzy Ranjbar	Treasurer / Secretary	(602) 237-4029	ozzy@combsaz.com
Manny Soto	General Superintendent	(480) 677-1082	manny@combsaz.com
Joe Caronia	Superintendent	(623) 738-7556	jcaronia@combsaz.com
Lyn Lenizo	Contract Compliance	(602) 237-4029	lyn@combsaz.com
Tabitha Busalacchi	Accounting Administrator	(602) 237-4029	tabitha@combsaz.com / billing@combsaz.com
Brandy Ramos	Contract Administrator	(602) 237-4029	brandy@combsaz.com
Pleshette Ancel	Contract Administrator	(602) 237-4029	pleshette@combsaz.com
Felicia Hasse	Contract Administrator	(602) 237-4029	felicia@combsaz.com

COMBS CONSTRUCTION COMPANY, INC.

AUTHORIZED SIGNATURE FORM

WHEREAS, Combs Construction Company, Inc., an Arizona corporation, is required to execute certain documents which are necessary for the prompt and efficient execution of the corporate business:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Combs Construction Company, Inc. that (name of parties authorized) James L. Combs, Ryan J. Combs, Michael Steg, Azadeh Ranjbar, Michael Sullivan, Lyn Lenizo, be authorized to execute and sign documents on behalf of the said corporate the following documents:

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims
6. Supplemental Agreements
7. Extension of Time
8. Request for Force Account Work
9. All other papers necessary for the conduct of the corporation's affairs and the execution of the contract.
10. Subcontracts
11. Monthly Estimate

The powers and duties herein granted shall be and is hereby granted for the duration of the contract for the construction of City of Peoria JOC Citywide Civil/Site Work, Project No. P22-0020, or until express notice of revocation has been duly given in writing, whichever is the lesser period.

(SIGNATURE OF PERSONS AUTHORIZED TO SIGN)	(PRINTED NAME AND TITLE)	(DOCUMENT NO.)
	James L. Combs, CEO	ALL
	Ryan J. Combs, President	ALL
	Michael Steg, Vice President	ALL
	Azadeh Ranjbar, Secretary/Treasurer	ALL
	Michael Sullivan, Project Manager	ALL
Lyn Lenizo	Lyn Lenizo, Contract Compliance	4-10

STATE OF ARIZONA) S S

COUNTY OF MARICOPA

This instrument was acknowledged before me this 28th day of December 2021 by all parties listed above appearing before the undersigned Notary Public, and state that he/she executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Felicia Ann Hasse
(NOTARY PUBLIC)

My Commission Expires: April 4, 2025

Felicia Ann Hasse
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-04-25
Commission No. 601501

Mailing Address P.O. Box 10789 Glendale AZ 85318 • Physical Address 2801 South 49th Avenue
Phone (602) 237-4029 • Fax (602) 237-4182 • 1-800-548-7217
Arizona Contractors Lic. 100380 A New Mexico Contractors Lic. 373780 GA0

CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY) 3/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1517577 Combs Construction Company, Inc. P.O. Box 10789 Glendale, AZ 85318	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES COMBCO07 **CERTIFICATE NUMBER:** 19402584 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	GLA 7591300 - 04 ✓	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	GLA 7591300 - 04 ✓	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	AUC 7605581 - 04	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 6673136 - 01 ✓	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: JOC Services for Citywide Civil/Site Work. Project No.: 23-0125. The City of Goodyear are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law.

CERTIFICATE HOLDER

19402584
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLA 7591300 - 04	Effective Date: 1/1/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph 1.a. above: or

   (2) "Your work", with respect to Paragraph 1.b. above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph 2.a. above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition under Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLA 7591300 - 04	1/1/2023	1/1/2024		84485000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: GLA 7591300 - 04 ✓

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Combs Construction Company, Inc.
Endorsement Effective Date: 1/1/2023	

SCHEDULE

Insurance Company:	ZURICH AMERICAN INSURANCE COMPANY		
Policy Number:	GLA 7591300 - 04	**Effective Date:** 1/1/2023	
Expiration Date:	**1/1/2024**		
Named Insured:	Combs Construction Company, Inc.		
Address:	P.O. Box 10789		
Glendale, **Address:**		AZ	85318
Designation Or Description Of "Leased Autos":	BLANKET ANY LEASED VEHICLE		

Coverages	Limit Of Insurance
Covered Autos Liability	Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto'
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto'
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto'
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

0 Insurance Services Office, Inc., 2011

Coverage Extension Endorsement

ZURICH

Policy No	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End	Producer No.	Add'l. Prem	Return Prem
GLA 7591300 - 04	1/1/2023	1/1/2024		84485000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to Section I – Covered Autos:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the Other Insurance Condition in the Business Auto Coverage Form and Paragraph f. of the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2023 Policy No. WC 6673136 - 01 Endorsement No.

Insured Combs Construction Company, Inc. Premium $ INCL.

Insurance Company ZURICH AMERICAN INSURANCE COMPANY

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

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EXHIBIT B

October 24, 2023

Mr. John Hall, P.E
City of Sedona
102 Roadrunner Drive
Sedona, Az 86336

Project Name: **Uptown Northbound Improvements**
Project No: **SIM-1B**
CCC No.: **TBD**
Task Order No.: **01**

Re: **Uptown Northbound Improvements Proposal Revised**

Dear Mr. John Hall,

Please find the attached Revised Uptown Northbound Improvements Proposal submitted for your review and approval.

Please feel free to contact me directly should you have any questions or concerns.

Respectfully,

Michael Sullivan, Vice President
Combs Construction Company Inc.
cc: Proposal File

Mailing Address: P.O. Box 10789, Glendale, AZ 85318 · Physical Address: 1903 W Parkside Lane, Suite 100, Phoenix, AZ 85027
Phone (602) 237-4029 · Fax (602) 237-4182 · 1-800-548-7217
Arizona Contractors Lic. 100380 A – New Mexico Contractors Lic. 373780-GA01

PROPOSAL

DATE: October 24, 2023
TO: City of Sedona
ATTN: Mr. John Hall
Re: Uptown Northbound Improvements Proposal
Task Order No.: 01

City of Sedona - Uptown Northbound Roadway Improvements Project

Item	SEC No.	ITEM DEPSCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
PHASE 1						
1. REMOVALS / RELOCATIONS						
1.1	350.1	Remove/Dispose Existing AC Pavement	SY	2145	$ 25.00	$ 53,625.00
1.2	350.2	Remove/Dispose Existing Curb & Gutter	LF	991	$ 25.00	$ 24,775.00
1.3	350.5	Remove Existing Pavement Striping	LS	1	$ 60,000.00	$ 60,000.00
1.4	350.6	Remove & Salvage Existing Sign	EA	4	$ 450.00	$ 1,800.00
1.5	350.7	Remove/Dispose Existing Sign	EA	2	$ 385.00	$ 770.00
1.6	350.9	Remove/Relocate Existing Traffic Sign	EA	4	$ 650.00	$ 2,600.00
1.7	350.10	Remove/Replace Existing Concrete Pavement	SY	172	$ 275.00	$ 47,300.00
1.8	350.11	Remove/Dispose Existing Traffic	EA	2	$ 1,500.00	$ 3,000.00

		Signal Cabinet				
1.9	350.12	Remove/Dispose Existing Traffic Signal Meter Pedestal	EA	2	$ 150.00	$ 300.00
					Subtotal	$ 194,170.00

2. ROADWAY IMPROVEMENTS

2.1	310.1	10" Aggregate Base Course	SY	825	$ 120.00	$ 99,000.00
2.2	321.1	6" Asphalt Concrete Pavement	SY	825	$ 140.00	$ 115,500.00
2.3	340.1	6" Curb & Gutter, MAG Dtl. 220-1, Type-A	LF	1729	$ 105.00	$ 181,545.00
2.4	340.2	12" Curb & Gutter, MAG Dtl. 220-1, Type A	LF	953	$ 110.00	$ 104,830.00
2.5	340.3	Roll Curb & Gutter, MAG Dtl. 220-1, Type C	LF	637	$ 90.00	$ 57,330.00
2.6	340.4	Curb Transition, MAG Dtl. 221	EA	2	$ 1,400.00	$ 2,800.00
2.7	340.7	Curb Cut	EA	2	$ 1,200.00	$ 2,400.00
					Subtotal	$ 563,405.00

3. DRAINAGE & UTILITY IMPROVEMENTS

3.1	505.1	Remove & Replace Existing Catch Basin Type F, MAG Std. Dtl. 553-1	EA	5	$ 37,046.29	$ 185,231.45
					Subtotal	$ 185,231.45

4. TRAFFIC IMPROVEMENTS

4.1	402.1.1	Dual Component Pavement Symbol (Left Turn Arrow)	EA	3	$ 420.00	$ 1,260.00
4.2	402.1.2	Dual Component Pavement Symbol (Straight Arrow)	EA	4	$ 420.00	$ 1,680.00
4.3	402.1.3	Dual Component Pavement Symbol (Shared Path Bike/Ped)	EA	4	$ 640.00	$ 2,560.00
4.4	402.1.4	Dual Component Pavement Legend "Only"	EA	1	$ 550.00	$ 550.00
4.5	402.1.5	Dual Component Pavement Legend "89A"	EA	2	$ 740.00	$ 1,480.00
4.6	402.1.6	Dual Component Pavement Legend "179"	EA	2	$ 740.00	$ 1,480.00
4.7	402.2.1	4" White Solid Permanent Pavement Markings (Traffic Paint Stripe)	LF	699	$ 0.70	$ 489.30
4.8	402.2.2	4" White Broken Permanent Pavement Markings (Traffic Paint Stripe)	LF	1988	$ 0.70	$ 1,391.60
4.9	402.2.3	18" White Stop Bar (Traffic Paint Stripe)	LF	17	$ 6.50	$ 110.50
4.10	402.2.4	Paint Median (Yellow)	LF	25	$ 11.00	$ 275.00
4.11	402.2.5	Paint Curb (Yellow)	LF	196	$ 250.00	$ 49,000.00

Mailing Address: P.O. Box 10789, Glendale, AZ 85318 · Physical Address: 1903 W Parkside Lane, Suite 100, Phoenix, AZ 85027
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4.12	403.2	Flat Sheet Alum. Sign Panel, Diamond Grade	EA	3	$ 385.00	$ 1,155.00
4.13	404.1	Rigid Sign Stand	EA	7	$ 645.00	$ 4,515.00
4.14	406.1	Controller Cabinet Assembly	EA	2	$ 60,000.00	$ 120,000.00
4.15	406.2	Controller Cabinet Foundation	EA	2	$ 350.00	$ 700.00
4.16	406.3	3-Cam Video Detection System-3 approach	EA	1	$ 49,500.00	$ 49,500.00
4.17	406.4	2-Cam Video Detection System-2 approach	EA	1	$ 38,000.00	$ 38,000.00
4.18	406.5	Service Pedestal Foundation	EA	2	$ 335.00	$ 670.00
4.19	406.6	Electrical Service Pedestal System	EA	2	$ 3,000.00	$ 6,000.00
					Subtotal	$ 280,816.40

5. LANDSCAPE & IRRIGATION IMPROVEMENTS

5.1	430.1	Shrub - 5 Gallon	EA	75	$ 64.00	$ 4,800.00
5.2	430.2	Shrub - 1 Gallon	EA	323	$ 38.00	$ 12,274.00
5.3	430.3	Rock Mulch	SF	6385	$ 3.00	$ 19,155.00
5.4	430.4	Landscape Establishment	LS	1	$ 32,500.00	$ 32,500.00
5.5	430.5	24" Decorative Boulder	EA	11	$ 387.92	$ 4,267.12
5.6	430.6	Tree - 15 Gallon	EA	4	$ 450.00	$ 1,800.00

5.7	440.1	Landscape Irrigation System	LS	1	$ 42,750.00	$ 42,750.00
					Subtotal	$ 117,546.12

MISCELLANEOUS

6.1		Mobilization, Bond, Insurance	LS	1	$ 200,000.00	$ 200,000.00
6.2		Construction Staking	LS	1	$ 50,000.00	$ 50,000.00
6.3		Quality Control & Testing	LS	1	$ 50,000.00	$ 50,000.00
6.4		Environmental Control Measures	LS	1	$ 12,500.00	$ 12,500.00
6.5		Public Relations	LS	1	$ 37,500.00	$ 37,500.00
6.6		Traffic Control	LS	1	$ 100,000.00	$ 100,000.00
					Subtotal	$ 450,000.00

PHASE 1 Total Direct Base Costs (Item Categories 1 thru 6, above):	**$ 1,791,168.97**

PHASE 2

1. REMOVALS / RELOCATIONS

1.1	350.3	Remove/Dispose Existing Concrete Sidewalk	SY	5016	$ 6.00	$ 30,096.00
1.2	350.4	Remove/Dispose Existing Railing	LF	837	$ 22.00	$ 18,414.00
1.3	350.8	Remove/Relocate Existing Solar	EA	42	$ 600.00	$ 25,200.00

		Bollard Light				
					Subtotal	$ 73,710.00

2. ROADWAY IMPROVEMENTS

2.1	340.5	4" Shared Use Path Modified MAG Dtl. 238-3	SF	9897	$ 15.00	$ 148,455.00
2.2	340.6	Curb Rampe, Custom Detail	EA	1	$ 9,500.00	$ 9,500.00
2.3	505.2	MSE Retaining Wall	SF	3585	$ 331.50	$ 1,188,427.50
2.4	505.3	Retaining Seal Wall	SF	702	$ 469.65	$ 329,694.30
2.5	520.1	Handrail, MAG Std. Dtl. 145	LF	892	$ 127.95	$ 114,131.40
					Subtotal	$ 1,790,208.20

3. DRAINAGE & UTILITY IMPROVEMENTS

3.1	345.1	Adjust Electrical Box Frame & Cover	EA	4	$ 450.00	$ 1,800.00
3.2	345.2	Adjust Frame & Cover, MAG Std. Dlt. 270	EA	2	$ 2,200.00	$ 4,400.00
					Subtotal	$ 6,200.00

4. TRAFFIC IMPROVEMENTS

4.1	402.2.6	4" Single Dashed SUP Striping	LF	900	$ 0.71	$ 639.00
4.2	402.2.7	Bike & Pedestrian SUP Legend	EA	4	$ 640.06	$ 2,560.24
4.3	403.1	Perforated Sign Post Foundation	EA	7	$ 645.00	$ 4,515.00

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					Subtotal	$ 7,714.24

5. LANDSCAPE & IRRIGATION IMPROVEMENTS

5.1	430.2	Shrub - 1 Gallon	EA	184	$ 38.00	$ 6,992.00
5.2	430.3	Rock Mulch	SF	7864	$ 3.00	$ 23,592.00
5.3	430.4	Landscape Establishment	LS	1	$ 32,500.00	$ 32,500.00
5.4	430.5	24" Decorative Boulder	EA	23	$ 387.92	$ 8,922.16
5.5	440.1	Landscape Irrigation System	LS	1	$ 42,750.00	$ 42,750.00
					Subtotal	$ 114,756.16

MISCELLANEOUS

6.1		Mobilization, Bond, Insurance	LS	1	$ 200,000.00	$ 200,000.00
6.2		Construction Staking	LS	1	$ 50,000.00	$ 50,000.00
6.3		Quality Control & Testing	LS	1	$ 50,000.00	$ 50,000.00
6.4		Environmental Control Measures	LS	1	$ 12,500.00	$ 12,500.00
6.5		Public Relations	LS	1	$ 37,500.00	$ 37,500.00
6.6		Traffic Control	LS	1	$ 100,000.00	$ 100,000.00
					Subtotal	$ 450,000.00

PHASE 2 Total Direct Base Costs (Item Categories 1 thru 6, above):	**$ 2,442,588.60**

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A. **Alternative A**

A.1		Remove by Milling Asphalt 3" Deep & Place 3" Thcik 1/2" Mix Asphalt Pavement Overlay	SY	2600	$ 88.50	$ 230,100.00
A.2		Adjust Existing Manhole Frame & Cover, MAG Std. Dtl. 422	EA	1	$ 4,200.00	$ 4,200.00
					Subtotal for Alternative A	$ 234,300.00

Total Direct Base Costs (Phase 1, Phase 2, & Alternative A):	**$ 4,468,057.57**

CIP: COMPLETE IN PLACE

Owner reserves the right to very the quantities shown at their discretion. The contractor will accept the quantities if no corrections are made the conclusion of the pre-bid meeting.

NOTES:

Price excludes Electrical Conduits and Conductors

Price new meter pedestal and cabinet goes in existing location

Proposal assumes work can be completed in 140 calendar days

Alt A requires nightly northbound hard closure in mill and overlay limits

Accepted by: _____ **Date:** _____

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CITY COUNCIL AGENDA BILL

AB 3009
November 14, 2023
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of linking agreement to contract services from McKinstry Essention LLC, in the approximate amount of $133,400, for the creation of a decarbonization roadmap for municipal operations.

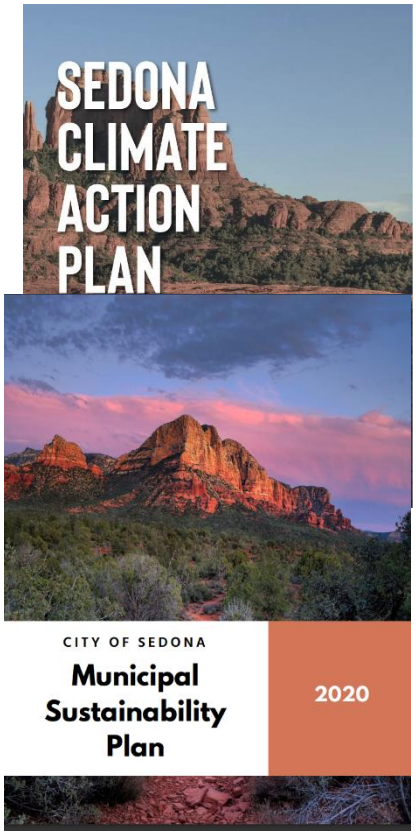
Department	CMO - Sustainability
Time to Present	30 minutes
Total Time for Item	60 minutes
Other Council Meetings	N/A
Exhibits	A. McKinstry Essention Linking Agreement B. McKinstry Quotation

City Attorney Approval	Reviewed 11/06/2023 KWC
City Manager's Recommendation	Approve the linking agreement to procure consulting services through McKinstry Essention LLC, in the approximate amount of $133,400, for the development of a decarbonization roadmap for municipal operations.

Expenditure Required	
$	133,400
Amount Budgeted	
$	$150,000
Account No. (Description)	22-5350-89-68E9 Decarbonization Roadmapping Plan
Finance Approval	☒

SUMMARY STATEMENT

Background:



City Council approved the Sedona Climate Action Plan (CAP) on July 14, 2021. The CAP sets a science-based target of reducing community-wide emissions in Sedona by 50% by the year 2030. The CAP identifies 50 actions to be taken across five sectors (buildings & energy, transportation & land use, materials & consumption, water & natural systems, and climate resilience).

Additionally, the Municipal Sustainability Plan (MSP), adopted in 2020, established a 'Be Carbon Neutral' goal for municipal operations. Greenhouse gas emissions (GHG) inventories are conducted yearly to evaluate progress towards this goal. Emissions are generally bucketed in three different scopes.

- **Scope 1**: Direct emissions from owned or controlled sources (i.e., fleet, equipment, natural gas usage)
- **Scope 2**: Indirect emissions from the generation of purchased electricity.
- **Scope 3**: All other indirect emissions that occur in the value chain, including both upstream and downstream emissions.

Municipal operations have more direct control over scopes 1 and 2. Scope 3 consists of categories like employee commuting and waste disposal that the City has indirect control of.

The greenhouse gas inventories have led to the creation of a variety of projects at the community and municipal operations levels to reduce emissions, improve utility costs, and provide additional benefits. However, a comprehensive roadmap has not been established. Some of the projects that have been derived from the carbon accounting practices include:

- Solar Lighting at Posse Grounds Park
- Green Power Partners program with Arizona Public Service
- EV Chargers at Posse Grounds & Sunset Park
- Home Energy Retrofit Project
- Streetlights Retrofit Project Anticipated in FY24

Needs & Project Goals:

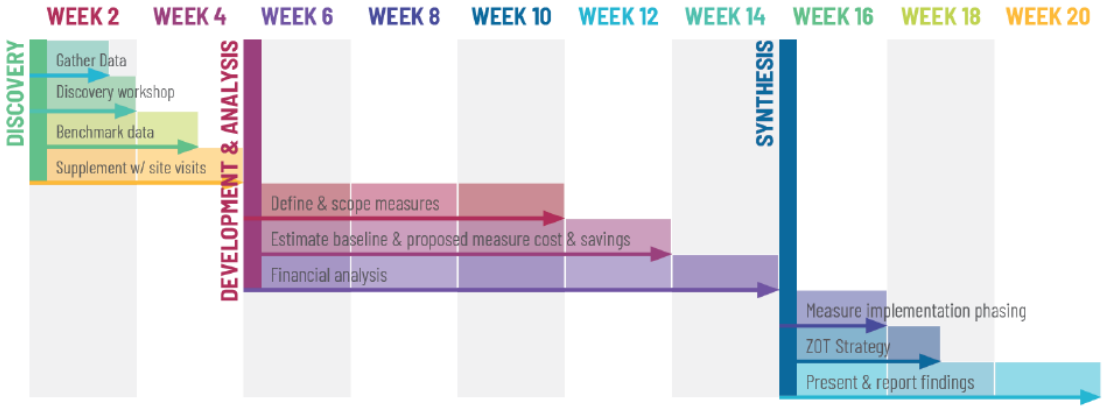
Vehicle fleet and equipment, natural gas, and electricity emissions (Scopes 1 & 2) are targeted under this proposed planning effort since the municipality has more direct control over these components. A roadmap of potential pathways with financial analysis is needed to evaluate pathways and develop financial needs to achieve the carbon neutrality goal of the MSP.

Goals of the Decarbonization Roadmap include:

- **Plan Review:** Review of existing sustainability and CAP Goals and propose updates to polices and metrics that improve feasibility and effectiveness.
- **Decarbonization Strategy:** Establish a preferred decarbonization strategy for building and fleet vehicle emissions. This includes Scope 1 in its entirety, electrical load reduction and energy efficiency strategies to reduce Scope 2, as well as further Scope 2 reductions via city-owned renewables.

- **Benefit/Cost Analysis:** Identify the up-front and long-term benefits and costs to achieve decarbonization, including additional benefits that improve employee health and performance, inspire the broader Sedona community to reduce its carbon footprint, enhance operational resiliency and passive operability, and increase portfolio longevity.
- **Capital Planning and Financing:** Inform current and future capital planning and propose funding and financing pathways to reach decarbonization goals.
- **Develop Implementable Pilot Project:** Move directly from the roadmap into a developed pilot project based of the decarbonization analysis and financial planning.

Timeline & Scope:



Project is proposed for a 20-week schedule with an anticipated start in late November or early December. The project would have 3 stages that include:

- **Discovery (Weeks 1-5)**
  - Benchmarking Data from Buildings, Fleet, and Utilities
  - In-person discovery workshop
  - Project Charter Development
  - Supplemental Site Visits
- **Development & Analysis (Weeks 6-15)**
  - Identify Cost Effective Strategies for Electrification
  - Identify Deep Building Efficiency Measures
  - Identify and Define Solar and Battery Measures
  - Evaluate EV Charging Infrastructure Needs
  - Financial & Cost-Benefits Analysis
- **Synthesis (Weeks 16-20)**
  - Generate Zero-Over-Time strategy for long-term planning
  - Provide Final Report
  - Presentation on Findings

Budget & Procurement

The SUS-03 Decarbonization Roadmap Plan CIP project has $150,000 budgeted for FY24. The proposal for McKinstry services to provide analysis, facilitation, and creation of the roadmap is $133,400.

Being a unique procurement process that helps facility and infrastructure owners complete energy performance contracting and consulting services with a single, competitively-bid contract, a linking agreement through the City of Tucson SAVE purchasing cooperative was

utilized to receive a proposal from McKinstry Essention LLC for this project. Unlike traditional bidding where each project is identified, designed and then put out to bid, the SAVE cooperative establishes competitively-bid prices up front and eliminates the need to separately bid each project.

McKinstry Essention LLC proposal is $133,400. Staff believes the proposal, based on competitive prices, is in line with costs of similar scope. Staff believes the proposal is good, and reflective of the current costs environment. Therefore, Sustainability is recommending award of a decarbonization and energy consulting contract to McKinstry Essention LLC for the proposed amount. McKinstry is a very reputable and experienced company, and they would be a great fit for this project.

McKinstry Expertise:

McKinstry was founded in 1960 and has had a local office in Arizona since 2012. The Arizona office includes 20 experienced energy experts. They have a wide range of services that are offered from renewable energy implementation to active energy management. They have worked with cities and universities across Arizona such as the City of Phoenix, Northern Arizona University, and the Town of Payson.

McKinstry offers services and experience including:

- Aligning partner operations to face the climate threat and deliver affordability.
- Zero+ Planning for decarbonization initiatives for new construction and existing buildings.
- Cost-benefit, electrical and structural capacity, energy and carbon, cost estimation, and decarbonization analyses.
- Regional and local experience

Council Meeting:

Staff will present on the background of the CAP, MSP, projects derived from GHG inventories, and the need and opportunity for roadmapping efforts. The roadmapping proposal and how it will help with the identified needs will be highlighted, as well as the expertise and approach McKinstry Essention LLC has for decarbonization efforts.

The Linking Agreement with McKinstry Essention LLC for decarbonization analysis and consulting services is attached as **Exhibit A** to this Agenda Bill. The decarbonization roadmap proposal is attached as **Exhibit B.**

Climate Action Plan/Sustainability Consistent: ☒**Yes** - ☐**No** - ☐**Not Applicable**

Board/Commission Recommendation: ☐**Applicable** - ☒**Not Applicable**

Alternative(s): 1. Reject the agreement outright, ending the pursuit of McKinstry Essention LLC through the purchasing cooperative linking agreement. 2. Suggest alterations to the scope of the proposal for consideration.

MOTION

I move to: approve the linking agreement to procure consulting services through McKinstry Essention LLC, in the approximate amount of $133,400, for the development of a decarbonization roadmap for municipal operations.

LINKING
AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
MCKINSTRY ESSENTION, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 25th day of October, 2023 (the "Effective Date"), between the **City of Sedona**, an Arizona municipal corporation (the "City"), and **McKinstry Essention, LLC**, a Washington limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On October 20, 2016, the City of Tucson, Arizona, a municipal corporation entered into a contract with Contractor to purchase the goods and services described in the **Request for Proposal – Energy Performance Contracting, Contract No. 161436-07, from Solicitation No. 161436** ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City and was renewed effective October 20, 2021.

B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

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

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 20, 2016, until the date the contract expires on October 19, 2026, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 19, 2026. The initial period of this Agreement, therefore, is the period from the **Effective Date of this Agreement until June 30th, 2024**. Renewals of this Agreement are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict between this Agreement, the Cooperative Purchasing Agreement, and any other document or Agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall prevail and govern to the extent necessary to remedy such inconsistency or conflict.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement attached hereto as **Exhibit A**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **One Hundred Thirty-Three Thousand Four Hundred Dollars ($133,400.00)**.

C. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by the City. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the items billed.

4. Cancellation; Termination. This Agreement may be cancelled pursuant to A.R.S. § 38-511. Either party may voluntarily terminate and cancel this Agreement effective upon the expiration of thirty (30) calendar days-notice provided to the other.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages as required by the City prior to commencement of work. The Contractor shall submit to the City before any work is performed, certificates of insurance from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as follows:

A. Commercial General Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate per project. **This policy shall include an Additional Insured endorsement.**

B. Worker's Compensation Insurance:

- Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.
- Coverage B: Employer's Liability
  Bodily Injury by accident $1,000,000.00 each accident
  Bodily Injury by disease $1,000,000.00 policy limit
  Bodily Injury by disease $1,000,000.00 each employee

C. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the Contractor's owned, hired or non-owned automobiles assigned to or used in the performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

A Certificate of Insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. The Certificate shall identify this Contractor and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

7. E-verify. Contractor agrees to comply with all federal and state immigration laws including but not limited to A.R.S. § 23-214 and A.R.S. § 41-4401.

8. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

9. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this

Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. Venue; Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona.

11. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually, with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor, with oversight responsibility.

12. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties'respective authorized representatives at the address listed below:

City of Sedona
c/o Heidi Weber
102 Roadrunner Drive
Sedona, Arizona 86336
Phone: (928) 203-5040
Email: HWeber@sedonaaz.gov

And
McKinstry Essention, LLC
c/o Bryan Hanson
16025 Table Mountain Pkwy,
Suite #100
Golden, Colorado 80403
Phone: (303) 215-4050
Email: bryanh@mckinstry.com

(Signatures to follow on next page.)

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

CONTRACTOR:

McKinstry Essention, LLC,
a Washington limited liability company

By _____

Title _____

Date _____

CITY:

CITY OF SEDONA, a municipal corporation of the State of Arizona

_____
Karen Osburn, City Manager

Date _____

ATTEST:

By:_____
JoAnne Cook, City Clerk

APPROVED AS TO FORM:

By:_____
Kurt W. Christianson, City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
MCKINSTRY ESSENTION, LLC

EXHIBIT A
Cooperative Purchasing Agreement

City of Tucson, a municipal corporation, Request for Proposal - Energy Performance Contracting, Contract No. **161436-07**, from Solicitation No. **161436**

LINKING AGREEMENT
BETWEEN
THE CITY OF SEDONA, ARIZONA
AND
MCKINSTRY ESSENTION, LLC

EXHIBIT B
Scope of Work

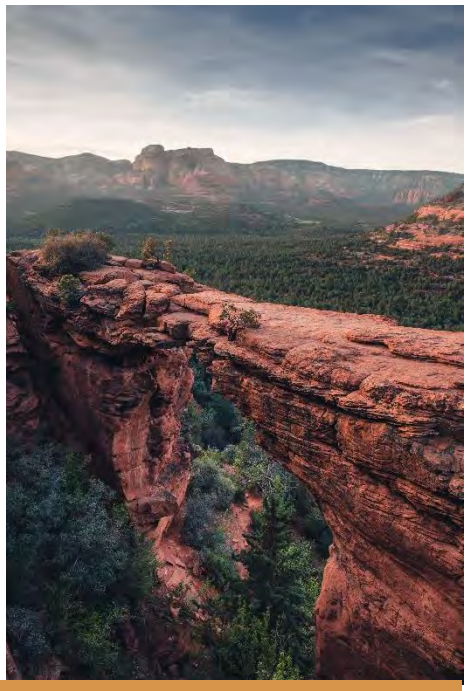
Contractor will provide the City with decarbonization analysis and roadmap services as defined in the City of Tucson's Request for Proposal – Energy Performance Contracting, Contract No. **161436-07**, from Solicitation No. **161436**, and in accordance with the Contractor's attached quotation, dated September 8, 2023.

City of Sedona Decarbonization Analysis and Roadmap

SEDONA, AZ

SEPTEMBER 8TH, 2023





City of Sedona: Decarbonization Planning

September 8th, 2023

Bryce Beck

City of Sedona
102 Roadrunner Dr.
Sedona, AZ 86326

Re: Decarbonization Analysis and Roadmap

Dear Bryce,

We are pleased to submit this proposal for the City of Sedona's Decarbonization Roadmap. Our team is excited to partner with the City of Sedona to create a roadmap that drives the City towards electrification and decarbonization and prioritizes the economic, environmental, and community goals of Sedona.

Given the scope, scale, and complexity of this project, success will require broad expertise in local policies, new technology, project development, project finance, grants, long-term life cycle analysis, and technical engineering/design. We are well suited to navigate this exciting process due to the following strengths:

In House, Experienced Decarbonization & Resiliency Team. Based in Phoenix, McKinstry's team has a proven track record of engineering, designing, and deploying thousands of projects across the US focused on electrification, energy efficiency, water reduction, distributed energy resources, and electric vehicle fleet conversion. With a team that has in-house experience in both planning and implementation for renewables, electrification and decarbonization, your team can be assured that you'll receive an actionable roadmap.

Extensive Municipal Experience. McKinstry has completed more than $175 million worth of energy services to the municipal market sector in the last four years implemented across 218+ cities, counties, and government agencies nationwide.

Arizona-Based Regional Office and Local Commitment. McKinstry's Arizona office is in Phoenix, and our team is fully committed to serving the local geography. We are excited to continue working in our backyard to further the City's electrification and decarbonization goals.

Success in Converting Audits to Implementation. In addition to our experience with roadmaps and studies, we specialize in implementation. McKinstry has General Contracting roots and has experience implementing over $2 Billion in energy, electrification and decarbonization projects nation-wide. Our team is implementing over $100M in decarbonization construction projects across the country in the next year.

McKinstry believes that this approach, and the following scope of work, is the best way to meet the City's objectives. We are of course happy to discuss adjustments, and their corresponding impact on schedule and budget, based on your feedback.

Sincerely,



Kreischer Davis | Account Executive
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City of Sedona: Decarbonization Planning

Context

The City of Sedona (City) is a high desert community in southwest Arizona, with 10,000 residents and 300,000 annual visitors. Sedona is well known in Arizona and the rest of the United States as a destination for outdoor activity and beauty.

The City completed a Municipal Sustainability Plan in 2021, which established a goal of ***carbon neutral municipal operations by 2030***.

This goal will be achieved by an optimized combination of:

- Deep efficiency
- Transitioning fossil fuel using components (such as boilers and fleet vehicles) to high efficiency electric alternatives; and
- Powering all buildings, facilities, and fleet with renewable power

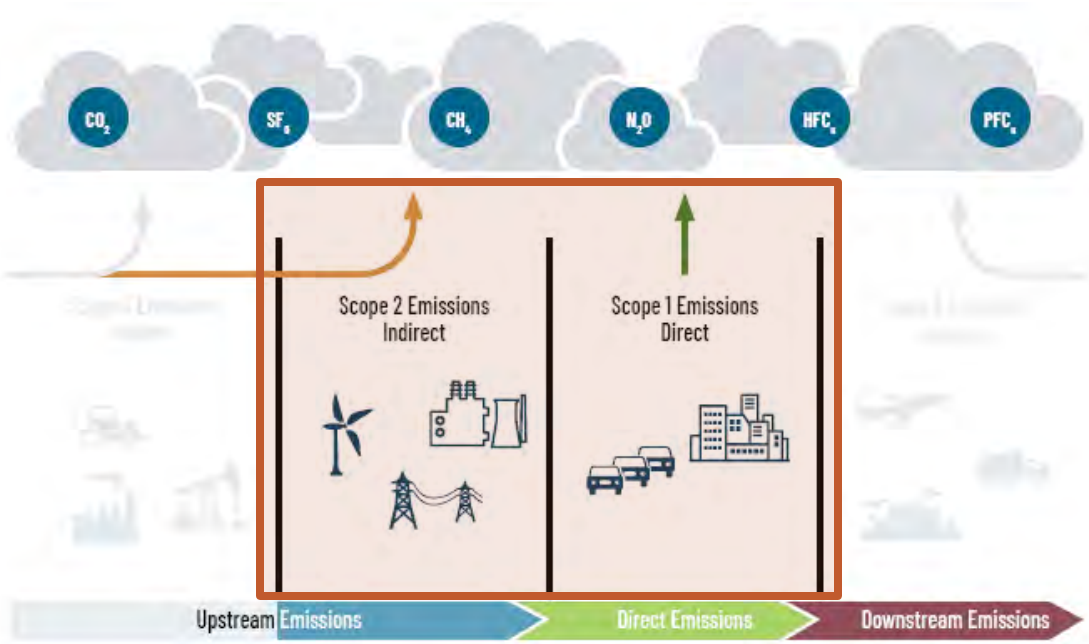
To provide community leadership in climate solutions, the City is seeking a clear pathway to fully decarbonize its own operations, minimizing cost while maximizing value to the City, beyond even that provided by decarbonization. This proposed project is intended to provide the City with that complete roadmap.

Project Goals and Direction

The goal of this project is to provide a high-level analysis and roadmap of decarbonization opportunities and challenges for the City of Sedona's buildings, fleet vehicles, and infrastructure. This analysis will synthesize the existing state of the City's facilities and fleet, planned capital replacement program, ideal future state, and implementation program over time, aiming to maximize the value of the effort at the least cost. This includes:

- **Goal and Plan Review:** Review Sedona's existing sustainability goals and Climate Action Plan and propose updates to policies and metrics that improve feasibility and effectiveness.
- **Decarbonization Strategy:** Establish a preferred decarbonization strategy for building and fleet vehicle emissions. This includes Scope 1 in its entirety, electrical load reduction and energy efficiency strategies to reduce Scope 2, as well as further Scope 2[1] reductions via city-owned renewables.
- **Benefit/Cost Analysis:** Identify the up-front and long-term benefits and costs to achieve decarbonization, including additional benefits that improve employee health and performance, inspire the broader Sedona community to reduce its carbon footprint, enhance operational resiliency and passive operability, and increase portfolio longevity.
- **Capital Planning and Financing:** Inform current and future capital planning and propose funding and financing pathways to reach decarbonization goals.

[1] As defined in the World Resources Institute (WRI) and World Business Council for Sustainable Development (WBCSD) GHG Protocol



Stages of the project: the big picture

This project will involve three main stages or groups of associated work. They will happen roughly sequentially but will also overlap as appropriate.



Discover

We will open the project seeking full alignment of the City's positive outcomes through an in-person discovery workshop, the outcomes of which are synthesized in a project charter. We also gather and review available facility information, data and analysis done to date to understand existing conditions and performance, supported by in-person visits. We then evaluate metrics, to set the context for project challenges and opportunities.

Develop and Analyze

Using the data gathered, we will develop aligned decarbonization and value measures, (including efficiency, electrification, renewables, and associated improvements) toward project goals. We will calculate their resulting energy, carbon, and performance benefits, and estimate their rough capital costs.

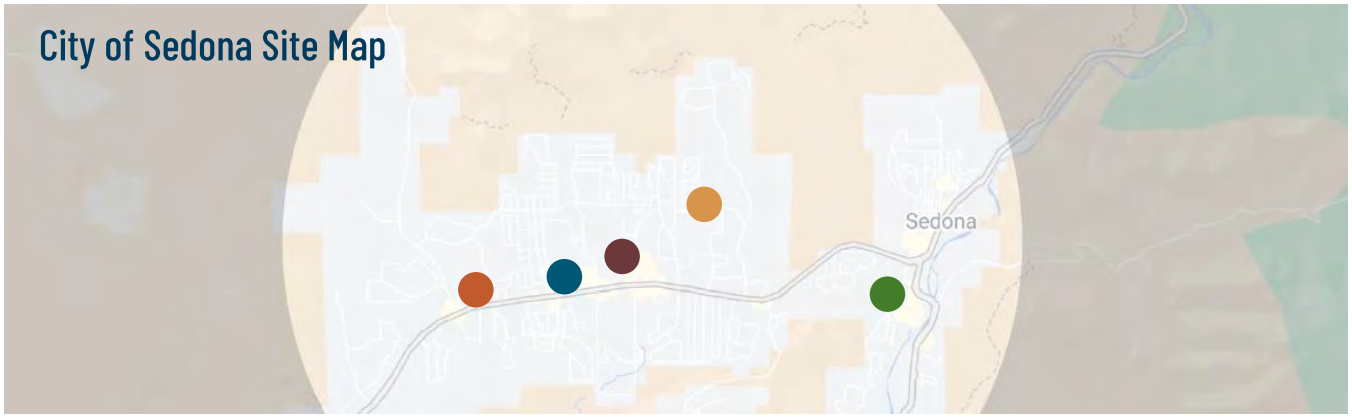
Synthesize

Individual measures will then be fed into a long term zero-over-time (ZOT) capital improvement plan that incorporates the City's priorities in the context of the existing capital replacement cycle and plan, regulations, and other trigger events.

City of Sedona: Decarbonization Planning

Context and Boundaries of Project

The City of Sedona's emissions reduction scope includes carbon neutral facilities, with an initial portfolio of ten municipal buildings identified below. In addition to facilities, this also includes all streetlights. Wastewater lift stations and parks are also included in this scope, but listed as a separate line item in the fee table. This includes all wastewater lift stations, Sunset Park, Posse Grounds Park, and the historical park on Jordan Road.



	Property Name	Address	Area	Space Type
●	Wastewater Administration	19655 W. State Rte 89A	4,000	Admin Offices
●	Wastewater Operations*	19655 W. State Rte 89A	3,300	Office + garage
●	Parks & Recreation	525 Posse Ground Road	5,372	Recreation Rooms
●	221 Brewer Road	221 Brewer Road	14,580	Offices/Courts
●	2070 Contractor's Road	2070 Contractor's Road	5,825	Maintenance Offices/Garage
●	Police Department (Boynton)	102 Roadrunner Drive	7,350	Office, meeting & locker rooms
●	City Administration (Mogollon)	102 Roadrunner Drive	5,920	Admin Offices
●	Community Development (Vultee)	102 Roadrunner Drive	6,059	Multi-purpose
●	City Hall/Courthouse	102 Roadrunner Drive	15,805	Courtroom, office, admin etc.
●	IT/City Attorney/Public Works (Grayback)	102 Roadrunner Drive	6,109	Offices
			74,320	

**The base scope includes the MEP systems serving the Operations facilities (e.g. heating/cooling, lighting, etc.). The process equipment associated with the wastewater treatment process (e.g. centrifuge, clarifier, etc.) is included as a separate line item in the fee table.*

In addition to facility energy use, scope 1 emission reduction includes decarbonizing the City's vehicle fleet and parks and rec equipment (e.g. lawn mowers, leaf blowers, etc.). The City is conducting a fleet electrification study in parallel and will provide information pertaining to vehicle electrification, including anticipated number of vehicles and locations for EV charging stations. The decarbonization plan does not include emissions

associated with Scope 3; examples of scope 3 emissions are the emissions associated with the production and transportation of a purchased material, disposal, business travel, etc.

Scope of Work

This assessment will identify decarbonization measures and recommendations for City of Sedona's buildings and fleet. We will focus on developing the most direct approach to carbon reduction and electrification, prioritizing projects based on cost effectiveness and the interactive effects of capital planning, shifting regulations, and evolving technology.



Discover Existing Conditions & Opportunities

- KPI Development
- Facility Assessments
- Review City info

Develop & Analyze Decarbonization Measures

- Identify decarbonization strategies for Scope 1 & 2 emissions
- Calculate energy, carbon, and financial impacts

Synthesize Results & Create Zero Overtime Roadmap

- Select decarbonization measures
- Generate ZOT strategy to inform planning

DISCOVERY

Review Available Data

Per discussions with the City, all data collection and benchmarking will be conducted by the City. The City will provide the following information to the McKinstry team:

- Detailed building list with meta data including programming, occupancy, square footage, year built, and high-level system descriptions where available
- Existing building drawings (architectural, structural, mechanical, electrical, and plumbing) in PDF format where available
- Benchmarking data, including:
  - Energy Use Intensity (EUI): Annual measure of energy use intensity (usage per square foot) for a building.
  - Carbon Use Intensity (CUI): Annual measure of carbon intensity (usage per square foot) for a building.
  - Electrical Load Factor: Ratio of average electrical demand to the peak annual electrical demand.

        - Available Electrical Capacity: Ratio of available electrical capacity at annual peak demand to the installed electrical service capacity.
        - Energy Use by Fuel Source: Breakdown showing percent of fuel use by source (electricity and gas).
        - Energy Cost: Breakdown showing energy cost by fuel source.
    - Existing Facility condition assessments and investment grade audits performed by others
    - Existing current long term capital improvement / building replacement plans
    - Fleet information with usage data/requirements and planned retirement timelines
    - Existing building/fleet studies and documentation.
    - Historical annual capital building and fleet spend as well as annual O&M spend

In-person discovery workshop

To ensure full alignment of the City's desired positive outcomes and to maximize collaboration throughout the City organization with the study, an initial in-person discovery workshop will be held. This also enables verification of our understanding of the project's goals, and how they intersect with the City's values such as a commitment to employee success, equity, and value. The outcomes of this workshop are codified in a project charter to help guide the project throughout its duration.

Supplement Data with Site Visits

To fill in data gaps and to identify potential decarbonization measures, sites visits will be completed.

- McKinstry will perform a high-level walk-thru of ten (10) buildings with at least one knowledgeable member of the Sedona facilities staff to gain a more thorough understanding of systems and operations. The visits are a Level 1 ASHRAE audit equivalent and are intended to augment previously provided information (and are not a deep evaluation of envelope, lighting, mechanical, or electrical systems). The walk-thru of the wastewater treatment plant will include a team member of Parametrix, the wastewater subconsultant for this project. Specific focus will be on:
    - Verifying existing electrical capacity and mechanical capacity as well as constructability of electrified mechanical systems
    - Evaluation of space constraints for solar photovoltaic systems
    - Identification of decarbonization measures
    - Leveraging facility team expertise to identify operational challenges, needs, and patterns.

DEVELOPMENT AND ANALYSIS

Generate and Define Decarbonization Measures

We will identify initial "ideal future state" decarbonization improvements, as well as any associated beneficial improvements (e.g. adequate ventilation or thermal comfort improvement). The level of detail outlined below will be to a rough order of magnitude (ROM), enough to enable high-level estimating and benefits.

- In addition to energy efficiency measures proposed in previous energy audits, identify building deep efficiency measures, such as active energy management, vacancy switching and plug load reduction programs.
- Identify most effective strategy for electrifying each building listed under the boundary section above, including:
  - Most cost-effective approach for electrifying HVAC and cooking systems
  - High-level (ROM) structural analysis to determine potential locations of new equipment
  - Conceptual level scope descriptions for building specific electrification measures
  - Charging infrastructure needed to enable fleet electrification. Include high level scope descriptions of such infrastructure. The City is conducting a fleet electrification study in parallel and will provide information pertaining to vehicle electrification, including anticipated number of vehicles and locations for EV charging stations.
- Identify decarbonization measures for the process equipment/energy associated with wastewater operations.
- Identify and define solar and battery measures on up to (5) sites including identification of viable solar locations based on aerial site reviews (consider roof, ground, carport as sites allow)
  - Structural engineering checks of roof capacity of five (5) roofs
  - Utility policy and interconnection requirements review
  - System layouts and high-level energy production
- Additional renewable energy opportunities which are additional and directly attributable to the City to enable complete Zero Carbon performance by City.
- Determine any electrical upgrades needed to adequately service net result of building electrification, onsite renewables, and fleet electrification.
- Provide input on beneficial strategies to extend the value of the decarbonization process, including:
  - Introduction of ASHRAE compliant ventilation in work areas where it does not exist
  - Lighting improvements (beyond efficiency benefits)
  - High-level thermal comfort issues related to chronic heating/cooling issues in specific locations
  - Making decarbonization visible to City residents and visitors, such as renewable placement

Estimate Baseline & Proposed Measure Costs & Savings

Leverage measure scope descriptions to estimate first cost ranges as well as operational cost and emissions reductions for individual measures.

- Create high level baseline annual capital and O&M spend based on historical data from 2025 – 2040 using assumptions about major equipment and fleet vehicle replacement dates.
- Calculate approximate energy use, energy cost, and carbon reduction for the proposed measure strategies. Calculations will be done using energy benchmarking data and spreadsheet calculations.

- Estimate upgrade cost ranges for the proposed measure strategies. Costs will be based on data from past projects, high-level scoping narratives and construction cost estimating, rules of thumb, and typical upgrade costs. Costs will have a ROM level of detail, defined as +/- 30%.
- Estimate monetary benefits to identified "non-carbon" benefits of decarbonization (increased employee productivity, tourism, etc.) where available based on published literature, or values as agreed to by the City of Sedona.
- Evaluate opportunities for available utility, local, state, and federal financial incentives.
- Provide background to select an appropriate Social Cost of Carbon.

Financial Analysis

- Provide financial analysis, including:
  - Annual utility cost estimates
  - Decarbonization measure cost estimates
  - Utility escalation, including natural gas price shock scenarios
  - Monetary benefits to identified "non-carbon" benefits of decarbonization (increased employee productivity, tourism, etc.)
  - Opportunities for available utility, local, state and federal financial incentives
  - Social Cost of Carbon
  - Deferred maintenance and capital planning information

SYNTHESIS

Leverage baseline capital and operational spend along with individual measure costs and benefits to create the long-term implementation roadmap.

- Generate Zero-Over-Time (ZOT) strategy for long-term planning:
  - Incorporate City's feedback for main drivers and priorities (e.g. rapid decarbonization, first costs, deferred maintenance, impacts to occupants, etc.)
  - Stack rank incremental measures based on City's priorities.
  - Create recommended ZOT roadmap for measures, with equipment replacement schedules, capital planning, and changing regulation overlayed in the context of time.
- Generate recommended first phase implementation program, targeting value maximization and catalyzation of decarbonization process through targeted "quick wins".
- Provide final report including recommendations, executive summary, existing conditions, proposed decarbonization measures, financial analysis, and roadmap. All buildings will be included in a single report.
- Present study findings and participate in messaging:
  - Present roadmap to Sustainability group and interested parties.
  - Provide decarbonization summary of City's desired format (e.g. presentation slide deck) for presentation to City Council and other Citywide stakeholders.
  - Participate in one (1) in-person public session, summarizing the study results to residents and demonstrating public value of decarbonization.

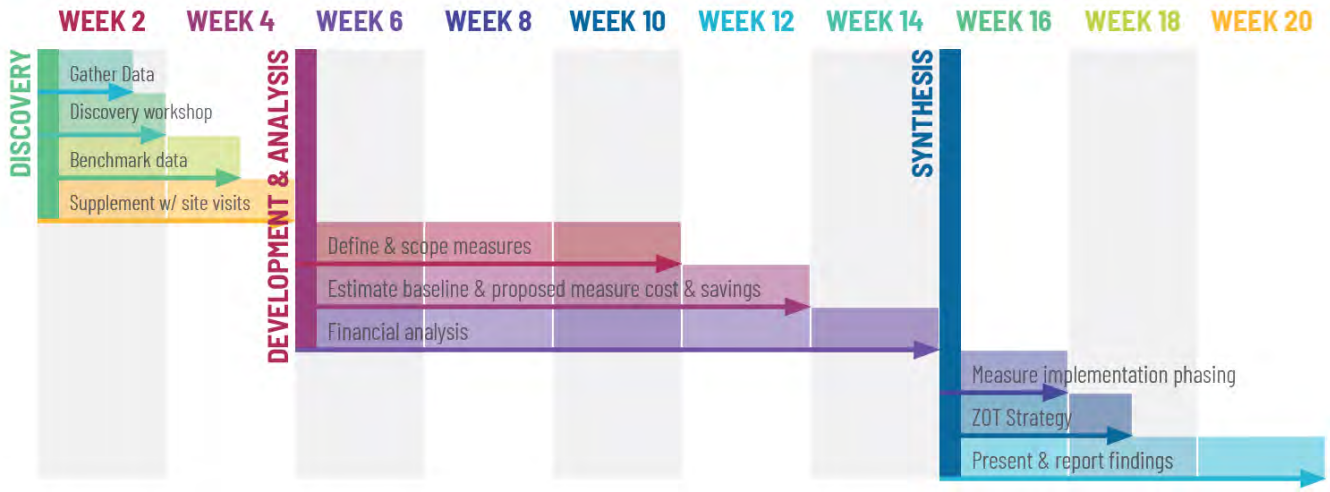
Deliverables

Key project deliverables are described in the scope section above and are listed by item in the table below. The project deliverables will build towards the final deliverables in the Synthesize stage. The completion of this scope will position the City for the first phase of decarbonization implementation.

STAGE	DELIVERABLES
Discovery	• Project charter • End of stage presentation summarizing results and findings • No formal report will be delivered
Development and Analysis	• End of stage presentation summarizing results and findings • No formal report will be delivered
Synthesis	• Zero-Over-Time roadmap • Final report • Summary presentation

Schedule

The expected timeline of the proposed scope is a 20-week schedule. This assumes the City sends all relevant information to McKinstry in a timely manner, and that project kickoff and building site visits are scheduled immediately upon receiving a signed contract.



Project pauses, delays, and extensions beyond two weeks have not been anticipated as part of the response and overall fee development. Any of these adjustments to schedule may be subject to additional service requests.

This proposal is valid for 60 days.

Scope of Work Performed by City of Sedona

The following scopes will be performed by the City, and the results/outputs will be provided to McKinstry for incorporation into the Zero Over Time roadmap:

- Benchmarking and existing electrical capacity info – the items listed in the "Discovery" section of the Scope above shall be included.
- Fleet electrification study – the City will conduct its own fleet electrification study. The outputs of this study will include the number and locations of EV chargers.

Assumptions

- Owner will provide as-built drawings (architectural, structural, mechanical, electrical, and plumbing) for all buildings listed in scope, as well as any sites evaluated for renewables and/or EV charging. This scope does not include developing system single line diagrams or schematics based on site visits.
- Owner will provide all existing building information and benchmarking data as listed in the "Discovery" section of the scope.
- Owner will provide previous reports and/or studies showing estimated life remaining for mechanical, electrical, and plumbing equipment.
- Owner will provide information pertaining to fleet electrification, including anticipated number of vehicles and locations for EV charging stations.
- This proposal includes three in-person events: one (1) project kickoff, two (2) days of building site visits, and one (1) project conclusion presentation. All other projects meetings and presentations will be conducted virtually.
- Site visits will be conducted by one (1) mechanical and one (1) electrical engineer over 2 (two) consecutive days. In addition, the site visit at the wastewater treatment plant will include (1) wastewater engineer.
- In addition to the meetings and presentations outlined in the scope, this proposal includes bi-weekly (every other week) meetings with the City's Sustainability group and interested parties to provide project updates and receive feedback.
- Final report will include all buildings listed in the scope. Individual building reports are not included in this scope.
- Owner will make the appropriate personnel available for the site visit and any follow-up visits (McKinstry will coordinate with Owner/staff on scheduling and security requirements, including COVID-19 safety protocols)
    - Knowledgeable HVAC technician for MEP systems site assessment
    - Applicable facility staff for BAS onsite login credentials with appropriate access permissions
- Energy calculations are high-level and will be performed via spreadsheet. Fully building energy modeling is not included in this scope.
- All deliverables are at the conceptual budgeting level and do not constitute guaranteed pricing or energy savings.
- Cost estimating will be a Rough Order of Magnitude (ROM) level of detail. This is defined as +/- 30%.

Exclusions

- Any level of design or permitting drawings
- ASHRAE 62.1 ventilation calculations or verification
- Detailed code analysis of egress, fire protection, or seismic considerations
- Detailed site utility evaluations
- Full building energy modeling
- In-depth u-value calculations and detailed space by space lighting auditing or power density take-offs
- Comfort analysis or modeling
- Daylight analysis or modeling
- Lifecycle cost analysis
- Facility Condition Assessment (FCA) is not included in this scope.
- Post-occupancy verification
- Building energy use benchmarking
- Fleet electrification analysis, including leasing vs purchasing, battery replacement schedules, and locations of chargers

Fees

The fees below are broken out per item. All fees identified below are proposed as lump sum values.

PHASE	FEE	NOTES
Decarbonization Roadmap	$107,400	Includes all scope except for the line items listed below.
Wastewater Treatment Plant Process Energy Evaluation	$21,800	
Lift Stations and Parks	$4,200	Includes adding to the roadmap the wastewater lift stations, Posse Grounds Park, Sunset Park, and the historical park on Jordan Road.
TOTAL	$133,400	

Reimbursable expenses are not included in this fee and have been assumed not to exceed $5,000. Reimbursable expenses will be billed at cost plus 10%. B&O tax of 1.5% will be added to all invoices as a reimbursable expense.

Agreement

Signature to this proposal serves as a contractual agreement with the terms and conditions listed below. We are appreciative of the opportunity to collaborate on this effort and are available at your convenience to discuss any aspects of this proposal.

Regards,	Accepted by,
Signature	Signature & Date
Printed Name & Title	Printed Name & Title

Terms & Conditions

PERFORMANCE OF WORK

McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS

Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate of 1.5 percent per month on all sums overdue and unpaid from the date due.

TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. *No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.*

CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER

No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

DAMAGES LIMITATION

Neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in

contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement price.

INDEMNIFICATION

McKinstry shall indemnify and hold harmless Customer from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry's performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

SEVERABILITY, SURVIVAL

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT

This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.