

**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING**

JOB ORDER CONTRACT

FOR

CITY PARK INFRASTRUCTURE IMPROVEMENTS

Hunter Contracting Company

CITY COUNCILMEMBERS

Mayor – Mark W. Mitchell

Corey Woods
David Schapira
Joel Navarro

Kolby Granville
Lauren Kuby
Robin Arredondo-Savage

City Manager
Andrew B. Ching

2015

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CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

NOTICE TO JOB ORDER CONTRACTOR

Each Job Order proposal by the Job Order Contractor (“JOC”) shall be submitted to the City of Tempe, Arizona, Public Works Department, Engineering Office, City Hall West Garden Level, 31 East 5th Street, Tempe, Arizona 85281. All correspondence for the Job Order shall reference an assigned City of Tempe project title and project number.

The proposed work for each Job Order will be determined in accordance with the provisions of this Contract and shall be accomplished in accordance with the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction – 2015 Edition (“MAG Specifications”) and the City of Tempe Supplement to the MAG Uniform Standard Details and Specifications for Public Works Construction – 2014 (“City of Tempe Supplement”), except as modified in the Contract.

JOC is required to submit from its insurance carriers, a three (3) year history of both its Experience Modification Factor (EMOD) and its loss ratio. In addition, JOC is required to submit an affidavit certifying that it and all of its subcontractors, defined as doing work in excess of Thirty Thousand Dollars (\$30,000.00) as determined at the start of each project, will have and will continue to have during the course of the contract, health insurance in force for all employees. The employer must offer health insurance to employees for its eligible dependents.

Work shall not start until after the date of issuance of a Job Order Notice to Proceed by the City of Tempe (“City”) and shall be completed within the number of calendar days shown in the Job Order. PLEASE BE ADVISED THAT SUBSTANTIAL COMPLETION OF THE WORK IS NOT THE SAME AS COMPLETION OF THE WORK.

City reserves the right to reject the JOC’s proposal.

Any questions shall be submitted to Wendy Springborn, Engineering Procurement Officer, at wendy_springborn@tempe.gov.

Andy Goh, P.E.
Deputy PW Director/City Engineer

Date

CONTRACT

THIS CONTRACT is made and entered into this 17th day of December, 2015, by and between the City of Tempe, an Arizona municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona (“City”), and Hunter Contracting Company, an Arizona corporation (“JOC”).

RECITALS

I. City intends to have a number of projects (“Project”) which will be constructed as Job Orders.

II. JOC has represented to City its ability to provide or procure construction and design services. Based upon this representation, City engages JOC to provide these services.

NOW THEREFORE, each party, for and in consideration of the mutual covenants and agreements herein contained, hereby agrees as follows:

1. TERMS AND DEFINITIONS

In the event of any conflict between the terms and definitions set out below and the terms and definitions found in the “MAG Specifications”, the terms and definitions set out below shall prevail.

- 1.1. **“Addendum”** means a document issued by City that modifies or supersedes portions of the Contract as to additional specifications, forms or other information.
- 1.2. **“Alternate Systems Evaluations”** means alternatives for design, means and methods or other scope considerations that are evaluated by City using value engineering principles for a potential reduction of construction costs of a quality and functional Project per City requirements.
- 1.3. **“Amendment”** means a written modification of the terms of this Contract signed by an authorized agent of City.
- 1.4. **“Award”** means the formal action of the City Council to accept a Contract.
- 1.5. **“Business Day”** means any calendar day except for Saturdays, Sundays and holidays observed by City.
- 1.6. **“Change Order”** means a written agreement entered into after the award of the Job Order that alters or amends the Job Order.
- 1.7. **“City”** means the City of Tempe, a public body or authority and municipal corporation, with whom JOC has entered into this Contract and for whom the services are to be provided pursuant to this Contract.

- 1.8. **“City’s Allowance” or “City’s Contingency”** means a fund to cover cost growth during the Contract Term used at the sole discretion of City for anticipated costs resulting from City directed changes to the Work to be performed under the Contract or unforeseen Site conditions. City’s Contingency shall not be used for General Conditions Costs.
- 1.9. **“Construction Fee”** means JOC’s total administrative costs, including home office overhead if any, and profit, whether at JOC’s principal or branch offices. Examples of the administrative costs and home office costs and any limitations or exclusions are provided in the General Conditions sections of the Contract, construction phase, set forth herein.
- 1.10. **“Construction Manager Professional”** means the person, firm or corporation named as such in this Contract who has the rights, duties, responsibilities, and limits of authority as set forth in this Contract and in Construction Manager Professional’s contract with City.
- 1.11. **“Contract”** means this written document, including all addenda, exhibits, attachments and schedules attached thereto, signed by City and JOC covering the Job Order Construction Services. The Contract collectively represents the entire agreement between City and JOC, and which supersedes any prior negotiations, representations or agreements, either written or oral.
- 1.12. **“Contractor”** means the individual, firm, or corporation, its successors and assigns, that enters into a contract with City.
- 1.13. **“Contract Price”** means the dollar amount(s) set forth in this Contract for the Contract Term, subject to modification only upon prior written approval by City.
- 1.14. **“Contract Services”** means all labor, services, work, materials and other incidentals of the scope of Work required by the Contract to complete a Job Order.
- 1.15. **“Contract Term”** means the term of this Contract from the Effective Date set forth herein to the completion date or date of termination by City.
- 1.16. **“Cost of the Work”** means the direct costs necessarily incurred by JOC in the proper performance of the Work. Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, materials testing, and related items. Cost of the Work shall not include JOC’s construction fee, general conditions fee, taxes, bonds, or insurance costs.
- 1.17. **“Cost Model”** means a breakdown of the scope of the Project that is initially developed by JOC during the conceptual Design Phase and based on information from the Project Team and JOC’s records of similar projects. The model will evolve as the design progresses, be maintained by JOC throughout the Design Phase and will include any assumptions and clarifications made by JOC. Cost Model will support any cost estimates, Alternative Systems Evaluations and

eventually any GMP Proposals, when required by the Project Team. Cost Model is subject to approval by City in its sole discretion.

- 1.18. **“Day(s)”** means calendar day(s) unless otherwise expressly stated herein.
- 1.19. **“Deliverables”** means the Work products prepared by JOC in performing the scope of Work described in the Contract. Some of the major deliverables to be prepared and provided by JOC during the Design Phase include but are not limited to: construction management plan, Cost Model, Project schedule of values, Alternative System Evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor Contracts, Subcontractor bid packages, Supplier Contracts, and others as indicated in this Contract or required by Project Team.
- 1.20. **“Design Engineer”** means the person, firm or corporation having a contract with City to furnish design services for this Project.
- 1.21. **“Design Engineer’s Consultant”** means a person, firm, entity or corporation having a contract with Design Engineer to furnish services required of Design Engineer, as Design Engineer’s independent professional associate or consultant with respect to the Project.
- 1.22. **“Design Phase”** means the designated period of time in which Design Services are performed for required features, functions, characteristics, qualities and/or properties for the Project, occurring either sequentially or concurrently with the construction of the Project.
- 1.23. **“Design Professional”** means a qualified, licensed design professional who furnishes design and/or construction administration services required under the Job Order, including but not limited to, architect, engineer and/or landscape architect.
- 1.24. **“Differing Site Conditions”** means concealed, latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Job Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 1.25. **“Duration of the Work”** means the number of days from a Job Order Notice to Proceed to Substantial Completion.
- 1.26. **“Effective Date of this Contract”** means the date specified in this Contract on which the Contract becomes effective, but if no such date is specified, the date on which the last of the parties signs this Contract.
- 1.27. **“Engineer”** means the City Engineer acting directly or through its duly authorized representative.

- 1.28. **“Final Acceptance”** means the approval and acceptance by City of the scope of work set forth herein, following completion of a Job Order by JOC as prescribed in each Job Order.
- 1.29. **“General Conditions Costs”** means other than expressly limited or excluded herein, the costs of JOC during the construction phase, including but not limited to: payroll costs for the project manager or construction manager (but not both) for Work conducted at the Site; payroll costs for the superintendent and full-time general foremen; payroll costs for management personnel resident and working on the Site; workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up); costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site; costs of consultants not in the direct employ of JOC or subcontractors; and fees for permits and licenses.
- 1.30. **“Guaranteed Maximum Price (GMP) Proposals”** means the offer of a proposal detailing the qualifications, assumptions, exclusions, value engineering and any and all other requirements set forth in the scope of Work for the Job Order.
- 1.31. **“JOC”** means firm or entity selected by City to provide or procure construction and design services as detailed in this Contract.
- 1.32. **“JOC Payment Request”** means the form used by JOC to request progress payments by City for Work and/or services completed under certain Job Orders in accordance with this Contract. JOC Payment Requests are subject to City’s review and approval, in its sole discretion.
- 1.33. **“JOC’s Representative”** means the person acting directly for JOC or its duly authorized representative as described in each Job Order.
- 1.34. **“JOC’s Senior Representative”** means the highest ranking person acting directly for JOC or its duly authorized representative as described in each Job Order.
- 1.35. **“Job Order”** means a firm, fixed price, competitively bid, indefinite quantity type Contract designed to accomplish small to medium, multi-traded maintenance, repair and minor new construction projects for City. The Job Order may include a Job Order Price, Duration of the Work and any special conditions that may apply to be performed under this Contract. The Job Order may also include plans, technical specifications, special provisions and JOC’s proposal either by reference or inclusion.
- 1.36. **“Job Order Price”** means the sum of the maximum cost of the Work that can be ordered during the initial term of the Contract, including but not limited to, the construction price of JOC(s); the construction price of Subcontractor(s), the price of Subconsultant(s), labor, overhead and profit, general conditions fee, taxes, bonds, insurances costs, and City’s Allowance, if any, pursuant to this Contract. The approved Job Order Price will be made a material provision of this Contract upon execution of the Job Order.

- 1.37. **“Job Order Time”** means the time from the issuance of a Job Order Notice to Proceed by City to City’s approval of JOC’s Substantial Completion. A Job Order Time shall be incorporated into this Contract upon execution of each Job Order.
- 1.38. **“Laws and Regulations”** means any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all federal, state, and local governmental bodies, agencies, authorities and courts having jurisdiction over the subject Project, Site, of this Contract, and/or any Work for this Contract.
- 1.39. **“Legal Requirements”** means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-governmental entity having jurisdiction over a Project or Site, the practices involved in a Project or Site, or any Work for this Contract.
- 1.40. **“MAG Specifications”** means Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction – 2015 Edition and the City of Tempe Supplement to the MAG Uniform Standard Details and Specifications for Public Works Construction – 2014 thereto. All Work done under this Contract shall be accomplished in accordance with the MAG Specifications except as specifically modified herein. In the event of any conflict between Contract and requirements of MAG Specifications, Contract shall prevail.
- 1.41. **“Miscellaneous Removal and Relocations”** means relocations shall be construed to mean the removal of all unsuitable materials whether designated or implied by the Plans and Specifications, and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, and other comparable items of every nature and description, unless such items are specifically designated in a separate bid item. Also, certain items that may require temporary removal and reinstallation such as mail box stands, sign posts, survey monument frames and covers, and other comparable items, are included in this category.
- 1.42. **“Negotiated Price”** means items included within the JOC scope of work other than those listed on the Unit Price Attachment.
- 1.43. **“Notice of Award”** means the written notice by City to JOC stating that upon compliance by JOC with the conditions precedent enumerated therein, within the time specified, City anticipates the execution of this Contract.
- 1.44. **“Notice to Proceed”** means written notification from City to JOC establishing the date on which performance of JOC’s obligations under this Contract shall begin.
- 1.45. **“Plans”** means documents setting forth visual representations of the scope, extent and character of the Work to be furnished and performed by JOC during the construction phase of the Project, and which have been prepared and approved by the Design Engineer for City. This definition includes Plans that have reached a sufficient stage of completion as determined by City, and that have been released

by the Design Engineer solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates. Note, any plan labeled “NOT FOR CONSTRUCTION” will not be reviewed by City.

- 1.46. **“Product Data”** means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by JOC to illustrate materials or equipment for any portion of the Work.
- 1.47. **“Project”** means the total design and construction of improvements, or services and/or Work to be performed by JOC pursuant to an express fixed-price Job Order.
- 1.48. **“Project Team”** means a construction services unit consisting of a Design Professional, JOC, City (Water Utilities Department representatives, design project manager, construction manager), Construction Manager Professional and other persons who are responsible for making decisions regarding the Project, as approved by City. Any other persons to be included in the Project Team shall be identified in the preconstruction conference, and are subject to approval by City.
- 1.49. **“Record Documents”** means any and all data relating to this Project in any storage medium(s), including but not limited to, any and all documents, memoranda, minutes, contracts, agreements, accounting data, as-built documents, operations and maintenance manuals, project manuals, and specifications created pursuant to or relating to this Contract.
- 1.50. **“Samples”** means physical examples of materials, equipment or workmanship representative of a part of the construction phase establishing the standards by which that portion of the construction phase Work will be evaluated.
- 1.51. **“Shop Drawings”** means all drawings, diagrams, illustrations, schedules and other data or information specifically prepared or assembled by or for JOC and submitted by JOC to City to illustrate some portion of the Work. This definition replaces MAG Specification definition for Shop Drawings.
- 1.52. **“Site”** means the land, area or premises where the Project Work and Services shall be undertaken and/or completed, or upon which the subject project of a Job Order is located.
- 1.53. **“Specifications”** means the technical specifications for the construction phase of this Project consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and administrative details applicable thereto.
- 1.54. **“Subcontractor” or “Subconsultant”** means an individual, firm, entity or corporation other than JOC’s employees, having a contract with JOC to undertake to perform a part or portion of the Design Phase services or construction phase Work at the Site for which JOC is responsible.
- 1.55. **“Substantial Completion”** means when the Work, or a significant portion of the Work as determined by City, is sufficiently completed, in City’s sole discretion so

that City can occupy and use the Project Site for its intended purposes.

- 1.56. **“Supplier”** means a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with JOC or with any Subcontractor to furnish materials or equipment.
- 1.57. **“Total Float”** means number of calendar days by which the Design Phase services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent schedule milestone in the Project schedule, as determined by City.
- 1.58. **“Work”** means any or all of the improvements as required by the Contract, and the construction, demolition, reconstruction, design and/or repair of all or any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

2. SCOPE OF THE WORK

- 2.1. JOC shall furnish any and all plant, materials, labor, construction equipment, services and transportation at JOC’s sole cost and expense (all applicable taxes included) required for performing all Work specified in the Job Order, upon issuance of a Notice to Proceed by City. JOC’s Work shall include but shall not be limited to all improvements, fixtures, equipment and personal property necessary for JOC to complete the Work as specified therein.
- 2.2. JOC shall perform the Work, construct the same and install the materials as set forth herein for City strictly in accordance with all applicable laws, ordinances, rules or regulations of any public authority with jurisdiction over the Project or Site, in a good and workmanlike, and substantial manner and diligently performed until completion, to the satisfaction of City or properly authorized agents, in strict conformity with the Contract, and any modifications thereto.
- 2.3. Minor design services may be required for some Job Orders. For those Job Orders that may require design services JOC shall seek the services of a licensed professional, registered in the State of Arizona, to prepare plans for permitting.
- 2.4. All documents prepared by Design Professional are subject to review and approval by City in its sole discretion. Review and/or approval by City does not relieve Design Professional from any professional liability associated with the documents.
- 2.5. JOC’s representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Contract Services or Work. JOC’s representative will be assigned for each Job Order. JOC’s representative shall communicate regularly with City and shall be vested with the authority to act on behalf of JOC.

3. CONTRACT PRICE AND JOB ORDER PRICE

3.1. Contract Price. This Contract will have a maximum dollar amount of Three Million Dollars (\$3,000,000).

3.2. Job Order Price. Each Job Order under this Contract shall not exceed One Million Dollars (\$1,000,000) in construction costs, in City’s discretion. In no event will any Job Order exceed One Million Dollars (\$1,000,000). JOC labor rates shall be charged as indicated in Exhibit A, attached hereto and incorporated herein by this reference. Additional unanticipated labor shall be charged at the same rate, upon approval by City.

3.2.1. No changes, modifications or alterations to the Job Order shall be made without the prior written consent of City. Unless otherwise provided in the Contract, each Job Order price shall include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect, or which may be assessed during the term of the Contract.

3.2.2. Any additional costs including increased fees for architectural, engineering and other similar services arising by reason of any change, modification or alteration of the Job Order, additional construction costs or other expenses and/or damages incurred or suffered by City as a result of or relating to JOC’s delay or alteration(s) of the work performed under the Job Order, shall be at the sole cost and expense of JOC.

3.2.3. At the time that City’s Allowance funds are used by JOC, applicable markups for overhead and profit will be applied. When all funds in City’s Allowance are expended, JOC then is at risk to and shall be solely responsible for any additional increases in project costs for the scope of work described in the Contract and Job Order.

3.3. Procedure for Approval. The procedure for approval of Job Order price modifications is as follows:
Proposed Job Order price modifications shall be submitted in the following format:

Negotiated Prices	
Price of Subcontractor(s)	\$ _____
Price of Subconsultant(s) (If applicable)	\$ _____
General Conditions	\$ _____
Preconstruction Labor (If applicable)	\$ _____
Construction Labor	\$ _____
Subtotal	\$ _____
Unit Prices	
Unit Price (Per Unit Price Attachment)	\$ _____
Subtotal	\$ _____
Overhead and Profit (per Table 1)	\$ _____
Total	\$ _____

Insurance	\$ _____
Bonds	\$ _____
Sales Tax	\$ _____
Combined Total	\$ _____
City's Allowance	\$ _____

- 3.4. Overhead and Profit Multiplier. Table 1 indicates the overhead and profit multiplier which shall be applied to a Job Order. The sum of the Total is the value used in the matrix of Table 1 for determining the overhead and profit multiplier to apply to a Job Order.

Table 1

	\$0 to \$49,999	\$50,000 to \$99,999	\$100,000 to \$199,999	\$200,000 to \$499,999	\$500,000+
Overhead and Profit Multiplier	10.000%	10.000%	8.000%	7.000%	6.000%

- 3.5. Percentages for Job Order. The insurance percentage, bond percentage, and sales taxes percentage for each Job Order is as follows:

General Liability Insurance Percentage:	1.000%
Builders Risk Insurance Percentage	0.120%
Bonds (Performance and Payment)	0.850%
Sales Tax Percentage	5.265%

- 3.6. JOC Guarantee for Job Order Price. JOC guarantees to bring each Job Order within the specified Job Order Price. Any and all other costs, expenses and/or damages incurred or suffered shall be at the sole cost and expense of JOC.
- 3.7. Scope Conference. Prior to commencement of Work, a scope conference will be scheduled with City to define design and construction services required of JOC. The Job Order and related documents will be provided to JOC by City.
- 3.8. Submission of Proposal. JOC will promptly submit a proposal with the Job Order Price and schedule indicating the Duration of the Work for the proposed Job Order to City for approval, based on the scope meeting and the provided documents. City will review any submitted proposal. Upon City's approval of said proposal, City and JOC agree to negotiate in good faith and, as expeditiously as possible, agree upon the Job Order price and the Duration of the Work. If no agreement can be reached, City reserves the right to limit or reject outright any submitted proposal. Should the parties concur on the Job Order price and Duration of Work, the parties shall execute the Job Order reflecting its specific terms.

4. TIME OF COMPLETION

JOC further covenants and agrees at its sole cost and expense, to perform all Work and furnish all plant, materials, labor, construction equipment, services and transportation for performance of all Work for the construction of each Job Order agreed to pursuant to this Contract and to construct and install the material therein, as called for by this Contract and each Job Order free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in each Job Order Notice to Proceed. See Section 5.7.13 Completion of the Work, herein.

- 4.1. Contract Term. The effective date of this Contract shall be December 17, 2015. The Contract Term shall commence following issuance of a Notice to Proceed by City for this Contract. This Contract shall be in effect for a twelve (12) month period, or until the Contract Price has been expended by City pursuant to this Contract, whichever occurs first, with an option by City to renew the Contract for a twelve (12) month period or the balance of the Contract Price. In no event shall the Contract Term exceed five (5) years from its effective date.

The option to renew may be exercised by City in City's sole discretion. Such determination may be based on JOC's successful performance under the Contract and the needs of City as determined in City's sole discretion.

- 4.2. Job Order Time. Job Orders may be issued at any time during the duration of this Contract by City.

- 4.2.1. Each Job Order will include a Job Order Notice to Proceed date, Duration of the Work pursuant to each Job Order and a calculated Substantial Completion date.

- 4.2.2. JOC agrees and covenants that it will commence performance of the Work and achieve completion of the Work within the Job Order Time.

- 4.2.3. Each Job Order Time shall be subject to adjustment in City's sole discretion, in accordance with this Contract.

- 4.3. Substantial Completion. Generally, City will not approve Substantial Completion of buildings and/or building improvements. If City determines that approval of Substantial Completion is necessary, said approval will be made in City's sole discretion. Substantial Completion of buildings and/or building improvements shall include: (a) approval by City Fire Marshall and local authorities including issuance of the Certificate of Occupancy; (b) all systems in place, functional, and displayed to City or representative thereof; (c) all materials and equipment installed; (d) all systems reviewed and accepted by City; and (e) heating, ventilation and air conditioning test and balance completed at least thirty (30) days prior to projected Substantial Completion.

For buildings and other projects, Substantial Completion as determined by City, may also include: (a) elevator permits; (b) draft operation and maintenance manuals and record documents reviewed and accepted by City; (c) City operation and maintenance training completed; (d) landscaping and Site work; and/or (e) final cleaning and remediation.

Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to JOC all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one half times (2.5) the reasonable value of all remaining or incomplete items of Work as noted in a certificate of Substantial Completion.

5. GENERAL PROVISIONS

5.1. JOC Requirements and Conditions.

5.1.1. Licenses. A Contract shall not be awarded to a Bidder who is not properly licensed. Prior to execution of this Contract, JOC must obtain a valid City Transaction Privilege License at its sole expense and shall provide the Permit Number of such for validation to City. JOC must carry the appropriate State of Arizona Contractor License at all times during the Contract Term.

JOC, at its sole cost, shall obtain all required governmental permits and approvals for all work and services performed hereunder.

Any and all Subcontractors must carry the appropriate State of Arizona Contractor's license for the proposed Work at the time of submission of a Job Order proposal. If Subcontractor does not have the appropriate license, City reserves the right to reject any or all of the Job Order proposal.

5.1.2. Examination of Premises. JOC shall visit the Site of each Job Order and shall fully acquaint itself with all conditions as they exist, so that it may fully understand the facility, difficulties and restrictions attending the execution of the work.

Subcontractors shall also thoroughly examine and be familiar with the Specifications and other Contract documents. The failure of JOC to obtain, receive or examine any addenda to the proposed Contract, or to visit the Site and acquaint itself with the conditions there existing, shall not relieve it from any obligation with respect to its Job Order proposal.

By submitting a Job Order proposal, JOC agrees that it has examined the Site, Specifications and other Contract documents and accepts, without recourse, all Site conditions and the proposed Contract and all exhibits and addenda thereto.

5.1.3. Government Approvals and Permits.

- a. Unless otherwise provided, JOC shall obtain all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project at its sole expense. JOC expressly covenants and agrees that it will obtain any and all necessary environmental permits and/or file the necessary environmental notices at its cost prior to undertaking Work or performing services hereunder.
- b. Copies of all permits and notices must be provided to City's representative prior to starting any Work or performing services pursuant to the permitted activity. This provision does not constitute an assumption by City of an obligation of any kind for violation of said permit or notice requirements.
- c. City agrees to be responsible for City's own review and permit(s) fees for building and demolition permits only. In addition, City shall bear its own review fees for grading and drainage, water, sewer, and landscaping. City may agree to pay utility design fees for permanent services in its sole discretion. JOC shall be solely responsible for any and all other permit(s) and review fees not specifically designated herein.
- d. JOC is responsible for all costs of water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until completion of the Project. Arrangements for water at the Site or for construction purposes are JOC's sole responsibility.

5.2. Award and Execution of Contract.

- 5.2.1. Execution of Contract. Except as provided herein to the contrary, the respective rights and remedies of the parties to this Contract shall be cumulative and in addition to any rights and remedies not specified in this Contract. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Contract and that this Contract supersedes any and all prior negotiations, arrangements, representations and understandings between the parties. No provision of this Contract may be amended except by an agreement in writing signed by City. This Contract, including exhibits, attachments and schedules attached hereto, signed by City and JOC covering the Job Order Construction Services, constitutes the entire agreement between the parties and shall be effective upon the date set forth herein. JOC shall execute the Contract, counterparts permitted, within ten (10) calendar days after formal Notice of Award of Contract by City. Failure to execute this Contract and file satisfactory contract bonds and insurance certificates as provided herein within ten (10) calendar days after the date of Notice of Award is issued shall result in cancellation of the award and this Contract may be voided at the option of City.

- 5.2.2. JOC Insurance and Bond Rating Requirements. JOC shall execute a bond for any and all work or services performed hereto, in accordance with A.R.S. § 34-608. Personal or individual bonds are not acceptable. Bonding companies and liability and excess insurance carriers shall be “Best Rated A-VII” or better as currently listed in the most recent “Best’s Key Rating Guide (Property/Casualty)” published by the A.M. Best Company.

Each bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Arizona, issued by the director of the department of insurance pursuant to Arizona Revised Statutes, title 20, chapter 2, article 1, as amended from time to time.

Prior to execution of each individual Job Order, JOC shall provide a performance bond and a payment bond, each in an amount equal to the full amount (100%) of the price for each Job Order, in accordance with A.R.S. § 34-608.

- 5.2.3. Insurance Requirements. JOC’s attention is directed to Contractor’s Insurance, MAG Specification 103.6. The insurance policies required by MAG Specification 103.6 shall additionally provide full coverage of indemnity to City, including an increase in the minimum limits to \$5,000,000 combined single limit coverage for general liability.

Prior to execution of the Contract, JOC shall furnish City with certificates of insurance to verify each policy and compliance with the required coverages, conditions, and limits, and confirmation that each policy is in full force and effect. Such certificates shall identify the Project number herein and shall provide for not less than thirty (30) days advance written notice by certified mail of any event of cancellation or termination of such coverage(s).

Failure, neglect or refusal to secure and maintain insurance policies as set forth herein or to provide copies of policies or certificates, including renewal policies or certificates within the time specified herein shall result in termination of the Contract. Should the Project include construction of an improvement to an existing structure, builders risk insurance shall be obtained by JOC for the full amount of the Contract Price, in accordance with MAG Specification 103.6C.

- 5.2.4. Health Insurance Requirements. JOC who enters into a Contract with a Contract Price in excess of Thirty Thousand Dollars (\$30,000) with City must certify that it has, and all of its major Subcontractors will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed and provided to City in the form included herein (page AFF-2). All required health insurance must be maintained during the entire time of the Contract.

Health insurance is required for all JOC and Subcontractor employees who work more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four (24) hour period, regardless of number of hours that the individual is paid. Health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this Project, including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

In the event of a finding of violation of the insurance provisions, the entity in violation of the provision shall be barred from bidding on, or entering into, any Public Works contract with City for a period of three (3) years from the execution of the Contract.

JOC and all Subcontractors subject to the health insurance requirements shall post, in English, notice of the health insurance requirements at its office and at the job Site. Signs for posting will be provided by City upon request at the pre-construction conference or with a copy of the executed Contract.

- 5.3. Default. If JOC should default in the performance of its obligations under this Contract, City shall provide written notice of the default to JOC and JOC shall have a reasonable time in which to cure the default, but in no event shall such time exceed thirty (30) days, without prior approval of City, following receipt of City's written notification. If JOC fails to cure the condition as required within the time period, or if the default condition continues in violation of this Contract, City shall be entitled to remedy the default using any and all rights and remedies at law or in equity, in its reasonable discretion, including but not limited to, bringing a suit or proceeding to enforce the provisions of the Contract.
- 5.4. Termination. City shall be entitled to terminate this Contract at any time, in its discretion. City may terminate this Contract for default, non-performance, breach or convenience, pursuant to A.R.S. §38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by JOC. Termination shall be commenced by delivery of written notice to JOC by City personally or by certified mail, return receipt requested. Upon notice of

termination, JOC shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. JOC shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that JOC could reasonably have avoided.

5.5. Indemnification. To the fullest extent permitted by law, JOC shall defend, indemnify and hold City harmless, including City's agents, officers, assigns, officials and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of or alleged to have resulted from any negligent acts, errors, mistakes or omissions in the work or services performed by JOC and its agents, employees, subcontractors or assigns, for whom JOC may be deemed responsible, relating to any goods, services or materials arising from or relating to any term or covenant of this Contract. The amount and type of insurance coverage required of JOC as set forth herein will in no way be construed as limiting the scope of JOC's duties to indemnify City. This provision shall survive the Contract Term.

5.6. Job Order Scope of Work.

5.6.1. Description of Work. The proposed work will be expressly defined by and within each Job Order. Job Orders shall be prepared and submitted in accordance with the requirements specified in this Contract and shall set forth, with the necessary particularity, the following:

- a. Contract number along JOC's name;
- b. Job Order number and date;
- c. Agreed Work and applicable technical specifications and drawings;
- d. Agreed period of performance and, if required by City, a Work schedule;
- e. Place of performance;
- f. Agreed total price for the Work to be performed;
- g. Submittal requirements;
- h. City's authorized representative who will accept the completed Work;
- i. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and
- j. Such other information as may be necessary to perform the Work.

5.6.2. Pre-Construction Conference. After completion of Job Order prior to the commencement of any Work on any Job Order, a pre-construction conference will be scheduled.

The purpose of this conference is to establish a working relationship between JOC, utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, level of record drawings required, cost breakdown of major lump sum items,

payment application and processing, coordination with the involved utility firms, and establishment of a Job Order Notice to Proceed date. Emergency contact numbers and information shall be provided for all representatives involved in the course of construction.

JOC shall provide a responsible agent who is authorized to execute and sign documents on its behalf to attend the pre-construction conference. In addition, JOC will provide a job superintendent and safety officer to attend.

- 5.6.3. Traffic Control. All traffic relating to the Project shall be regulated in accordance with MAG Specifications; the City of Tempe Traffic Barricade Manual, latest edition; the Manual on Uniform Traffic Control Devices (MUTCD); and any other special provisions set forth herein.

At or around the time of the pre-construction conference, JOC shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to ensure that traffic is carried through the Work area in an effective manner, and that motorists, pedestrians, bicyclists, and workers are protected from hazards including but not limited to, motor vehicle accidents. City shall designate a representative who will oversee and monitor JOC's agent and enforce City's requirements as set forth herein. JOC covenants to give City any assignment and/or assurances which may be necessary to affect such right of direct enforcement.

JOC is solely responsible for and assumes full liability for the traffic control relating to this Project. JOC shall submit a traffic control plan to City for its review and approval no less than one (1) week prior to commencing work under this Contract. Traffic as referenced herein, shall include any and all motor vehicles, bicyclists, and pedestrian traffic on roadways, sidewalks, bicycle paths, alleys and/or rights of way at, attendant to and/or adjacent to the Project.

In the event alteration of traffic control is required for work or services provided herein, alterations shall be made in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices: "Traffic Control for Streets and Highway Construction and Maintenance Operations;" the latest edition of the ADOT Traffic Control Manual; or the City of Tempe Traffic Barricade Manual, latest edition. The most restrictive provisions shall apply. Unless identified otherwise in the Technical Specifications, City will undertake no responsibility or expenses relating to measurement, or payment for traffic control. All costs and expenses of measurement or alteration of traffic control. All costs or expenses related to traffic control shall be considered incidental to other pay items and borne solely by JOC. Any and all revisions relating to traffic and/or traffic control shall be submitted to City for review and approval in City's sole discretion.

JOC is solely responsible for any and all loss, damage, replacement or repair necessitated to any traffic signal equipment, traffic signal conduit, and/or circuits, arising from or relating to JOC's Work or services performed hereunder. JOC shall have all repairs performed immediately at its sole expense by a licensed electrical contractor with experience in traffic signal repair, subject to pre-approval by City. Any and all repairs and/or replacement costs expended by City in this regard shall be reimbursed by JOC at twice City's actual cost.

JOC shall notify all adjacent or affected residents and/or businesses at least forty-eight (48) hours in advance of any street, alley, sidewalk and/or driveway closures or modifications, and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by Transportation. JOC shall abide by applicable speed limits. Additional information may be obtained by contacting the City Transportation Division at 480-350-8219.

- 5.6.4. Clean Up. JOC agrees and covenants to adequately protect the Work Site, adjacent property and the public in all phases of the Work and/or services provided herein. JOC shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. JOC shall maintain access to all phases of the Project pending inspection by City or its agent. JOC hereby agrees to the following as to the job Site: continually keep the job Site free from debris, waste and accumulation of materials; immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary; keep machinery clean and free of weeds and debris; remove all construction stains, smears and debris from finished surfaces; perform Site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to City; and, remove all equipment, materials, tools and JOC's personal property prior to submission of final invoice to City.

JOC shall respond within five (5) calendar days after notice by City of any defects and/or maintenance requests to immediately remedy the condition of the job Site. Should JOC fail to respond promptly as set forth herein, City shall correct the job Site at the expense of JOC, and recover all attendant costs.

- 5.6.5. Alteration of Work. In the event that significant changes in the scope of the Work, and/or changes in the quantities due to contingencies of construction become necessary, such changes shall be made in accordance with Section 104.2 of General Conditions in the MAG Specifications.

The costs associated with any extra work as authorized by the contracting agency must be approved prior to the start of Work. Extra Work performed on an actual cost basis shall be submitted for approval within twenty-one (21) days after the completion of such Work. The final costs

for additional Work shall also include any and all charges associated with extended general conditions or Contract acceleration.

- 5.6.6. Subsidiary Work. All Work called for in the Plans and Specifications shall be performed by JOC and unless a specific bid item is provided for the Work, then such portion of the Work will be considered subsidiary to other Work for which payment is provided.

5.7. Control of Work.

- 5.7.1. Interpretations of Drawing and Documents. If any JOC submitting a Job Order proposal for the proposed Work or any part thereof is in doubt as to the true meaning of part of the Contract, or finds discrepancies in or omissions from the Contract, such JOC may submit to the Engineer a written request for an interpretation or correction thereof.

JOC submitting the request will be responsible for its prompt delivery. Any interpretations or corrections of the proposed documents will be made by addendum duly issued, and a copy of each addendum will be mailed or delivered to JOC who shall distribute the addendum to the appropriate Subcontractor(s). City will not be responsible for any other explanation or interpretations of the documents.

- 5.7.2. JOC's Representative. JOC shall at all times be present at the Work in person or represented by a foreman or other properly designated agent. Instructions and information given by Engineer to JOC's foreman or agent on the Work shall be considered as having been given to JOC.

- 5.7.3. Relocation of Utilities. All utilities in conflict with the new Work will be relocated by City except as otherwise provided in the Plans and Specifications.

- 5.7.4. Supervision by JOC. JOC will supervise and direct the Work. It will be solely responsible for the means, methods, techniques, sequences and procedures of construction. JOC will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by JOC as JOC's representative at the Site. The supervisor shall have full authority to act on behalf of JOC and all communications given to the supervisor shall be as binding as if given to JOC. The supervisor shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work.

Nothing contained in this Contract shall be construed as establishing an employer/employee relationship, partnership or joint venture between JOC and City.

- 5.7.5. Construction Staking. Construction staking will be provided by JOC. Replacement of construction stakes that have been knocked out due to JOC's work or lack of work, weather conditions, traffic, or vandalism will be at JOC's expense.

- 5.7.6. Survey Control Points. Existing survey monuments shall be protected by JOC or removed and replaced under the direct supervision of City surveyor or City surveyor's authorized representatives.

Prior to construction, JOC shall notify City surveyor of any survey monuments which need to be referenced off of the monument. Any monuments lost that have not been referenced off due to JOC's negligence and/or lack of notification to City surveyor shall be replaced at JOC's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

- 5.7.7. Authority of the Construction Manager Professional. Construction Manager Professional shall act as the City Engineer's designated representative during the construction period. Construction Manager Professional shall advise on questions concerning coordination with City, public safety, and quality and acceptability of materials and work performed. Construction Manager Professional or Construction Manager Professional's assigned inspector shall interpret the intent of the Contract in an unbiased manner.

Construction Manager Professional or Construction Manager Professional's assigned inspector shall be present on the Site at times during construction to monitor the Work and to maintain records for Contract management. Construction Manager Professional shall promptly make decisions relative to the interpretation of the Contract so as to minimize delays in construction. Construction Manager Professional will not be responsible for directing construction, control, techniques, sequence, or procedures, or for directing job safety.

- 5.7.8. Shop Drawings, Schedules and Samples. In time for each to serve its proper purpose and function, JOC shall submit to Engineer such schedules, reports, drawings, lists, literature samples, instruction, directions, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

Shop drawings and data shall be submitted to Engineer in such number of copies as will allow him to retain four (4) copies of each submittal.

The submittal shall clearly indicate the specific area of the Contract for which the submittal is made. The additional copies received will be returned to JOC's representative at the job Site. Engineer's notations of the action taken will be noted on one (1) of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job Site Contract, and the fabrications furnished shall be in conformance with the same.

Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall not release JOC from its responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation or from its liability to replace the same, should it prove defective or fail to meet the specified requirements.

- 5.7.9. As-Built Plans. JOC shall provide and maintain accurate field data on a redlined set of Contract plans, which are to be kept current and submitted as complete at the conclusion of the construction. These record plans will be used as documentation for progress payments, and upon Project completion, for the preparation of 'as-built' file plans by the architect/engineer. All 'as-built' information shall be on 3 ml double matte black line mylar and shall be 24" x 36" in size. Final payment will not be issued until all record Plans and as-built information are submitted by JOC, and certified to be complete by the architect/engineer of record.
- 5.7.10. Underground Utilities. Underground utilities indicated on the plans are in accordance with maps furnished by City and by each utility company. The locations are only approximate and require verification prior to construction as mandated by City requirements for underground street crossings and potholing.
- 5.7.11. Inspection. JOC is responsible for complying with the Specifications and is hereby forewarned that final approval of any Work will not be given until the entire Project is completed and accepted. Prior to final inspection on any City facilities requiring a building permit, JOC must call for final inspections from the Development Services and Public Works Departments of City. The final inspection must be completed prior to final acceptance and payment by City Engineer.
- 5.7.12. Beneficial Occupancy. "Beneficial occupancy" is use of a facility or Project, in whole or in part, by the owner for its intended purpose. This may occur even though some Work of the Contract remains undone. Prior to such use or occupancy, the City will prepare a written contract with JOC and accomplish a partial acceptance inspection.
- 5.7.13. Completion of the Work. Completion of the Work is full completion of all construction associated with the Contract, including, but not limited to punch list items, close out documentation, operation and maintenance manuals, warranties, and record plans as certified by the architect or engineer of record.
- 5.7.14. Final Acceptance and Guarantee. Final Acceptance shall mean a written Final Acceptance of the Work by City. City Engineer shall make the Final Acceptance promptly after the Work has been completed in accordance with the Contract and after inspection is made. The Work performed under this Contract shall be guaranteed by JOC for a period of one (1) year from the date of Final Acceptance.

5.7.15. Substitution of Subcontractors. JOC shall not substitute any Subcontractor in place of a Subcontractor listed in its Job Order Proposal except as specifically authorized by City or pursuant to Arizona law.

5.8. Control of Materials.

5.8.1. Excess Materials. Excess or unsuitable material, broken asphaltic concrete and broken portland concrete shall be disposed of by JOC. JOC shall, prior to commencement of the Work, submit a letter to the City Engineer stating the location of disposal site(s) for all excess material and certifying that it has obtained the property owner's permission for the disposal of all surplus material.

5.8.2. Quality Control. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Contract and it shall be the duty of JOC to call the Engineer's attention to apparent errors or omissions and request instruction before proceeding with the Work.

Engineer may, through appropriate instruction, correct errors and supply omissions, which instructions shall be as binding upon JOC as though contained in the original Contract.

At the option of the Engineer, materials to be supplied under this Contract will be tested and/or inspected either at its place of origin or at the Site of the Work. JOC shall give the Engineer written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as Final Acceptance of the material nor shall it preclude retesting or reinspection at the Site of the Work.

5.9. Notices.

5.9.1. Unless otherwise provided herein, notices and/or demands under this Contract shall be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid, and properly addressed as follows:

To City:	Andy Goh, P.E. Deputy Public Works Manager/City Engineer City of Tempe Public Works Engineering Division 31 E. 5 th Street Tempe, Arizona 85281
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constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. JOC acknowledges that a breach of this warranty is a material breach of this Contract and JOC is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of JOC. JOC hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5.10.7. Equal Opportunity. City is an equal opportunity, affirmative action employer. JOC hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. JOC covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. JOC agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.

JOC further agrees to include the provisions of Sections 5.9.4 – 5.9.6 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

5.10.8. Dust Prevention. Contractor shall take all necessary steps to ensure dust-free conditions on property within the City to the satisfaction of the City Engineer, and fully comply with A.R.S. §49-474.06, §49.457.05 (c), and Maricopa County Air Pollution Control Rules and Regulations Rule 200 §305-306, concerning dust-generating operations as defined by Maricopa County Rule 310. In any operation where more than one-tenth of an acre of surface area is disturbed and/or when unpaved onsite haul roads are used, Contractor shall obtain a Maricopa County dust control permit. Contractor shall provide assurance that subcontractors used on the dust generating portion of the Project are registered with the Maricopa County Air Quality Department and that only certified PM-10 efficient street sweepers shall be used to sweep City streets as required by Tempe City Code Sec. 26A-25. Contractor shall provide its subcontractor(s)'

registration number and dust control plan, if applicable, to the City Engineer prior to engaging in any dust-generating activities. Project related hauling activities to and/or from storage located on property owned by City shall be listed on the approved dust control permit and be subject to control measures in the approved dust control plan. When hauling fill or excavation materials exceeding five thousand (5,000) cubic yards or when the duration of the haul is more than ten (10) working days, Contractor shall obtain a City haul permit before the hauling operation begins. Prior to receiving a haul permit, Contractor must submit the required certificate of insurance, a plan showing the proposed haul routes and a complete schedule of the hauling operation to the City Engineer.

All costs associated with the submittal, approval and implementation of the permit and dust control plan as approved by Maricopa County Air Quality Department shall be borne solely by the Contractor. Failure to fully comply with this provision shall be considered a material breach of the Contract, and subject the Contract to termination by the City, in addition to other legal remedies.

5.10.9. Environmental Requirements.

- a. JOC covenants and agrees that it shall, at all times during the term of the Contract, and at its sole cost and expense, comply with and assume sole responsibility and liability under all environmental laws applicable to use of or operations at the Project Site by JOC, its agents, assigns and/or employees. JOC agrees that should it or any of its agents, assigns or employees know of (a) any violation of environmental laws relating to the Project Site, or (b) the escape, release or threatened release of any hazardous materials in, on, under or about the Project Site, JOC shall promptly notify City in writing of such, and that it will provide all warnings of exposure to hazardous materials in, on, under or about the Project Site in strict compliance with all applicable environmental laws. Further, JOC covenants and agrees that it shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of or permit the escape of, or otherwise deposit in, on under or about the Project Site, any hazardous materials, or permit or allow any of its agents, assigns or employees to do so. Prior to use of the Project Site JOC shall provide City an inventory of all equipment and materials stored and/or to be stored at the Project Site.
- b. For purposes of this Contract, hazardous materials shall include but is not limited to, any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any environmental laws, including without limitation, any (a) substance defined as a "hazardous substance", "extremely hazardous substance", "hazardous material", "hazardous chemical", "hazardous waste", "toxic substance" or "air pollutant" by federal laws, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.;

the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and all amendments thereto, or other applicable governmental restrictions; and (b) any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any hazardous materials laws; (iii) gives rise to any reporting, notice or publication requirements under any hazardous materials laws; or (iv) gives rise to any liability, responsibility or duty on the part of City or JOC with respect to any third person under any hazardous materials laws.

In addition, JOC must comply with the following requirements:

- a. Non-pick up sweepers will not be allowed except as required to make joints during chip sealing operations.
- b. Water flooding of trenches with potable water will not be permitted.
- c. All paints applied by sprayers shall be of a water-based type.
- d. Provisions shall be made to prevent the discharge of construction silt, mud, and debris into City storm drains or streets.
- e. Spills of oil, gas, chemical, or any other hazardous materials must be reported and removed by approved procedures. Mitigation measures shall be taken to prevent contamination of construction storage sites.
- f. Concrete waste must be disposed of in an approved location and at least twenty-five (25) feet from established landscaping.
- g. City refuse roll-off containers shall be used on City projects. Please contact the City, acting sanitation supervisor, with any questions.
- h. Hazardous wastes shall not be discharged into the City's sanitary sewers or storm drainage system. All waste products shall be disposed of in accordance with applicable regulations.
- i. The discovery of archeological ruins or artifacts must be reported immediately, and excavation shall not resume at or around the identified area(s) until approved by the Engineer.
- j. No additional payment will be made for compliance with the above items.

In addition to the above, the use of new products made with reclaimed material and meeting project Specifications are encouraged.

5.10.10. Safety Requirements. JOC shall comply with all applicable federal, state and local health and safety laws, regulations, ordinances, and requirements including but not limited to, the Federal Occupational Safety and Health Act of 1970 (29 U.S. § 651 et seq.), and all rules, regulations, and orders adopted pursuant thereto.

5.10.11. Briefing. JOC will be required to attend a City safety briefing. The safety briefing session shall address the following issues:

- a. City safety rules and expectations.
- b. Contractor Tailgates. JOC shall conduct tailgate safety meetings regularly to ensure that safety on the job is given priority.
- c. Accident/Injury/Illness Procedures. City's Construction Manager and the Risk Management Division shall be contacted within twenty-four (24) hours, upon the occurrence of any accident, injury or illness on the Project.
- d. Unsafe Acts. JOC employees shall take any and all reasonable acts to stop an unsafe act or condition at the Project Site.
- e. Safety Audits. City reserves the right to conduct safety audits at the job Site at any time. In addition, JOC shall immediately notify City should an OSHA inspection occur at a Project Site.
- f. Job and Site Specific Requirements. JOC shall comply with all site specific requirements such as lockout/tagout rules and evacuation plans, which shall be covered during safety briefing(s) by City.

If applicable to the Project JOC shall:

- a. Implement a permit-required confined space program as required under federal and state statutes and/or regulations, and amendments thereto, for all Work that encompasses a space that: 1) is large enough and so configured that an employee can bodily enter and perform assigned Work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and, 3) is not designed for continuous employee occupancy.

As a part of JOC implementing a confined space program, JOC shall provide trained attendant(s) and all intrinsically safe confined space entry related equipment (example: ladders, gas detectors, safety harnesses, safety tripods, and electrical devices) as needed for safe entry of a confined space.

When any City employee is required to enter a confined space during the construction phase of a project, such as for the purpose of inspection, JOC shall provide a trained attendant and all necessary equipment required for safe entry of City employee.

Safety will be included in each agenda of weekly construction meetings. Items of discussion will be outstanding safety and health issues, current safety meeting topics, environmental issues and any accidents or injuries on the job. City reserves the right to obtain copies of all agendas, minutes of the meetings, and documentation of any safety tailgate meetings held regarding the Project Site.

- 5.10.12. Temporary Barricades. Temporary barricades shall be regulated in accordance with the City of Tempe Traffic Barricade Manual, latest edition.

No additional payment by City will be made to JOC or its Subcontractor for temporary barricades.

- 5.10.13. Protection of Finished or Partially Finished Work. JOC shall properly guard and protect all finished or partially finished Work, and shall be responsible for the same until that phase is completed and accepted by the City Engineer.

Estimate or partial payment of completed Work shall not release JOC from responsibility prior to City's acceptance, but JOC shall turn over the entire Work in full in accordance with the Specifications before final payment will be made.

- 5.10.14. Blue Stake. JOC is required to notify Arizona Blue Stake, Inc. at 602-263-1100 or otherwise first determine whether underground facilities will be encountered, and if so where they are located from each and every underground facilities operator and taking measures for control of the facilities in a careful and prudent manner, prior to the excavation of any material in accordance with A.R.S. §§ 40-360.22 - 24. JOC shall contact City for the marking of electrical underground apparatus for traffic signals, sprinkler and irrigation facilities prior to undertaking any Work.

- 5.10.15. Salt River Project Construction Clearance Agreement. Salt River Project requires JOC if working on its facilities, to sign a standard form "Construction Clearance Agreement" prior to issuance of a license. JOC shall execute the Construction Clearance Agreement with Salt River Project, if required, and furnish a copy to City prior to proceeding with any construction on Salt River Project facilities. This agreement sets forth the requirements to complete the proposed Work in an allotted time frame or to pay full costs for others to complete. It also obligates JOC to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the OSHA Permit Required Confined Space rules, as amended.

- 5.10.16. Notification of Property Owners. JOC shall notify all property owners that may be affected by the proposed construction activities of the scope and duration of the construction activities prior to start of any Work or construction.

- 5.10.17. Access. JOC shall maintain public access to adjacent businesses of the Project Site at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. If only one driveway exists, access shall be maintained to at least one-half of the driveway at a time. Access to adjacent private driveways shall be maintained by JOC during all non-working hours.
- 5.10.18. Protection of Existing Facilities. JOC shall protect all existing facilities during construction or Work. Utility poles that may be affected by construction activities shall be protected and/or braced by JOC. JOC shall notify the appropriate utility company or agency of any construction or Work that may affect its facilities and state the course of action which will be taken to protect same.
- 5.10.19. Storm Water Pollution Prevention Plan and AZPDES Permit. JOC shall secure a General Permit, if required, pursuant to Arizona Pollutant Discharge Elimination System (AZPDES) General Permit requirements for discharge from construction activities to waters of the United States. JOC shall be responsible for providing necessary material and taking appropriate measures to assure that all discharges authorized by the Construction General Permit (CGP) shall be consistent with the terms and conditions of the Permit and as set forth pursuant to 18 A.A.C. 9 Art 9, as amended from time to time. The AZPDES construction general permit requirements for construction and Storm Water Pollution Prevention Plan can be downloaded from the City Engineering Division and at www.adeq.state.az.us/environ/water/permits/cgp.html.

JOC shall complete and submit the following documents to City for any Job Order that qualifies for this provision prior to undertaking any Work:

- a. Notice of Intent (NOI) for coverage under AZPDES Permit No. AZG2008-001 for Construction Activity Discharges to Waters of the United States, including certification signature.
- b. Storm Water Pollution Prevention Plan (SWPPP) for the project.
- c. Discharge Authorization issued by ADEQ
- d. Notice of Termination (NOT) of coverage under the AZPDES Construction General Permit.

All Subcontractors shall comply with all requirements of the AZPDES Construction General Permit and the project SWPPP. The SWPPP shall be kept on the Project Site at all times, and shall be retained by the permittee for three (3) years following project completion.

JOC shall submit completed and signed NOI forms prior to receipt of the notice to proceed to the following address: Stormwater Program – Water Permits Section/ NOI, Arizona Department of Environmental Quality, 1110 West Washington, Phoenix 5415B-3, Arizona 85007. Copies shall

be transmitted to City's construction project manager or Engineer at the time of the preconstruction meeting. JOC shall prepare a final SWPPP and submit it at the preconstruction meeting for discussion and approval. JOC shall provide a copy of ADEQ's discharge Authorization to the City's construction manager or Engineer upon receipt.

Failure by JOC (or any of its Subcontractors) to submit the NOI forms within this time frame (or to promptly make revisions to those forms as requested by City) which prevents submittal of the forms to the Arizona Department of Environmental Quality within the mandated deadline of forty-eight (48) hours prior to start of construction will result in delay of the start of construction. JOC will not be entitled to any claim for additional compensation or costs resulting from such a delay in the construction start date. The NOI shall be posted on the Project Site along with the SWPPP.

JOC shall perform inspections of all stormwater pollution prevention control devices on the project on a monthly basis, and following each significant rainfall (0.50 inches or more) or as otherwise required by the CGP. JOC is responsible for maintaining those devices in proper working order, including cleaning and/or repair.

JOC, as the permittee of construction activities with stormwater discharges covered by the AZPDES Construction General Permit, shall make plans available to the public upon request through the Arizona Department of Environmental Quality. All SWPPP reports required under this contract shall be available to the public in accordance with the requirements of the AZPDES Construction General Permit No. AZG2008-001.

No condition of the AZPDES Construction General Permit as well as the SWPPP shall release JOC from any responsibilities or requirements under other environmental statutes, rules or regulations.

Upon total project completion, acceptance, and de-mobilization, JOC shall submit its completed, signed Notice of Termination (NOT) form to Arizona Department of Environmental Quality Surface Water Section/Permits Unit/Stormwater NOIs, (5415A-1), 1110 W. Washington Street, Phoenix, AZ 85007 with a copy to City's Construction Project Manager thereby terminating all AZPDES Construction General Permit coverage for the Project.

The unit prices for the proposal items shall include all material, labor, and other incidental costs relating to the preparation and submittal of all AZPDES Construction General Permit related forms to Arizona Department of Environmental Quality, including all preparation, revision and maintenance of the SWPPP, and provision, installation, operation, and maintenance of all pollution control devices. The cost of the activities and items within this provision as provided by JOC is considered incidental to other items and no extra payment will be made for these incidental costs. Such incidental costs shall include JOC's costs in order to assure proper

operation of the pollution control devices installed, including all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events or other runoff or releases on the Project.

5.10.20. Storm Water Pollution Prevention

Regardless of project size or duration, JOC is subject to Chapter 12, Article VI of the Tempe City Code and shall insure the implementation of appropriate stormwater control measures that will control the discharge of pollutants to the City's public storm drain system. Non-stormwater discharges are prohibited.

5.11. Commencement, Prosecution and Progress.

5.11.1. Time is of the Essence. Time of each of the terms, covenants and conditions of this Contract is hereby expressly made of the essence.

5.11.2. Start of Work. Work shall start as soon as practical, and in no case later than seven (7) calendar days after the issuance of the Notice to Proceed for each Job Order by City.

5.11.3. Contract Completion Date. The date established in the Job Order Notice to Proceed is for completion of all or specified portions of the Work. This includes items of Work to be completed under an owner allowance or as part of a contingency item. The stated Contract Completion Date will take into account anticipated or actual weather conditions that are not unusually severe for the area and time of year. This date may be expressed as a calendar date or a number of calendar days after issuance of the Notice to Proceed.

5.11.4. JOC's Construction Schedule. Prior to the start of Work, JOC shall provide City with a construction progress schedule for all Project(s) and shall comply with the requirements of MAG Specification 108.4. In addition, a schedule update comparing actual progress with scheduled progress will be produced by JOC with the submission of each monthly pay request to City.

5.11.5. Hindrances and Delays. Except as provided herein, no charge shall be made by JOC for hindrances or delays from any cause during the progress of any portion of the Work set forth in this Contract; but such delays, if due to no fault or neglect of JOC, may entitle JOC to a time extension sufficient to compensate for the delays. The amount of the time extension, if any, shall be determined by the Engineer provided JOC gives the Engineer immediate notice in writing of the cause of such delay.

The parties agree to negotiate in good faith for the recovery of damages related to expenses incurred by JOC for a delay for which City is solely responsible which is unreasonable under the circumstances; and which delay was not within the contemplation of the parties to the Contract at the time the Contract was entered into, and,

- a. Unless specifically provided for herein, the maximum compensation for an unreasonable or unforeseen delay shall not exceed the daily amount specified for liquidated damages in MAG Specification 108.9 as based on the original Contract amount.
- b. This section shall not be construed to void any provisions of this Contract, which require notice of delays, which provide for alternative dispute resolution, other procedures for settlement, or which provide for liquidated damages.

However, if the parties can reach no agreement for the recovery of damages as set forth herein, the determination of City shall be final.

- 5.11.6. Liquidated Damages. Unless otherwise specified, liquidated damages will be applied in accordance with the MAG Specification 108.9. Completion of the Work as stated in this Contract is the same as completion of the work as stated in MAG Specification 108.9. Damages will be applied at the amounts specified in Table 108.1.
- 5.11.7. Non-Waiver Provision. The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions of this Contract will not be construed as a waiver of such provisions nor will it affect the validity of this Contract or any part thereof or the right of either party to thereafter enforce each and every provision.
- 5.11.8. Jurisdiction. This Contract will be deemed to be made under and construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought in the Superior Court, Maricopa County, Arizona, and each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.
- 5.11.9. Survival. All warranties, representations and indemnifications by JOC will survive the completion or termination of this Contract.
- 5.11.10. Modification. No supplement, modification or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract except as expressly provided herein to the contrary.
- 5.11.11. Severability. If any provision of this Contract or the application thereof to any person or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.
- 5.11.12. Integration. This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded

hereby.

- 5.11.13. Third Party Beneficiary. This Contract will not be construed to give any rights or benefits in the Contract to anyone other than City and JOC. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and JOC and not for the benefit of any other party.
- 5.11.14. Cooperation and Further Documentation. JOC agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Contract.
- 5.11.15. Guarantee and Warranty. The guarantee and warranty period per MAG Specification 108.8 for each individual Job Order starts with the Final Acceptance of the Work.
- 5.11.16. Patented and Copyright Materials; Property Rights. JOC shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices, or processes used or incorporated into the Project and agrees to hold harmless, defend and indemnify City, its officers, employees, representatives and agents, from all suits, actions or claims for or on account of, the use of any patented or copyrighted materials, equipment, devices, or processes. Nothing herein shall be construed as vesting in JOC any interest in or property right, including but not limited to intellectual property rights, in the materials or equipment after completion of the Project. All such materials and equipment shall become the sole property of City upon completion of the Project, and JOC warrants and represents that all such property shall pass to City free and clear of all liens, claims, security interests or encumbrances.

5.12. Measurements and Payments.

5.12.1. Contract Price Adjustments. Any increase or decrease in Contract Price resulting from a change in City requested change in Work shall be determined by one or more of the following methods:

- a. Unit prices set forth in the Job Order or as subsequently approved by City;
- b. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; and
- c. Costs, fees and any other markups, upon approval by City.

Any increases on such changes shall not exceed those delineated in the approved Job Order.

If an increase or decrease cannot be agreed to by City as set forth in items (a) through (c), above, and City issues a Change Order, the cost of the change of the Work shall be determined by the reasonable expense and

savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Contract. JOC shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

If unit prices are set forth in the Contract or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or JOC because of differences in the character or quantity of such unit items as originally contemplated, such unit prices may be equitably adjusted, as determined by City in its sole discretion.

If City and JOC disagree upon whether JOC is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and JOC shall resolve the disagreement pursuant to MAG Specification 110.

As part of the negotiation process, JOC shall furnish City with a good faith estimate of costs to perform the disputed services in accordance with City's interpretations.

If the parties are unable to agree and City expects JOC to perform the services in accordance with City's interpretations, JOC shall proceed to perform the disputed services, conditioned upon City issuing a written order to JOC (i) directing JOC to proceed and (ii) specifying City's interpretation of the services that are to be performed.

5.12.2. Recordkeeping and Finance Controls. Records of JOC's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between City and JOC shall be kept on a generally accepted accounting basis. City reserves the right to inspect any and all records relating to the Project.

City, its authorized representative, and/or the appropriate federal agency, reserve(s) the right to audit JOC's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate the Contract and any change orders, thereto.

City reserves the right to decrease or withhold Contract Price and/or payments made on this Contract if, upon audit of JOC's records, the audit discloses JOC has provided false, misleading, or inaccurate cost and pricing data.

JOC shall include a similar provision in all of its Contracts with Subconsultants and Subcontractors providing services under the Contract to ensure City, its authorized representative, and/or the appropriate federal agency, has/have access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

City reserves the right to decrease Contract Price and/or payments made on this Contract if the above provision is not included in Subconsultant's

and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow City to audit records relating to the Project to verify the accuracy and appropriateness of pricing data.

Record Documents shall be kept by JOC for a period of five (5) years following the close of each calendar year of the Contract Term and all renewals thereof, and JOC shall keep full and accurate books of account relative to transactions relating to the Contract, in accordance with generally accepted accounting principles.

5.12.3. Payments by City. Payments by City pursuant to A.R.S. § 34-608 shall be in the form of monthly progress payments to JOC upon approval of duly certified and approved estimate(s) of the Work performed during the preceding calendar month under the Contract. Payment may include funds for material and equipment. Said payments shall be made on or before fourteen (14) days after the estimate of the Work by JOC is certified and approved by City. Upon fifty percent (50%) completion of the Project Work, one-half (1/2) of the retained amount shall be paid to JOC upon JOC's request, provided JOC is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained, as determined by City. Notwithstanding the foregoing, City reserves the right to retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all material, Work and equipment covered by the Contract. In addition, City shall withhold an amount from any progress payment sufficient to pay expenses City reasonably expects to incur in correcting any deficiencies in JOC's Work under the Contract. In any event, City shall retain ten percent (10%) of all Work estimates as guarantee for complete performance of the Contract. Upon final completion and acceptance of the Work by City, JOC shall be paid within sixty (60) days after JOC's filing of notice of completion.

5.12.4. Payment Requests. Payment requests shall be submitted by JOC on the standard City construction pay request form at www.tempe.gov/city-hall/public-works/engineering/eng-contract-payment. Requests shall be made in hard-copy only to the Engineering Division office and shall include all supporting documentation for work performed during the payment period. Pay requests submitted with insufficient documentation to verify work effort and quantities will be returned to JOC for revision. Revised payment requests shall be re-submitted to City in hard-copy only to the Engineering Division office.

JOC shall submit its first request for payment no later than 40 calendar days from the Notice to Proceed date. All subsequent requests for payment shall be made on a monthly basis and no later than every 30 calendar days.

5.12.5. Payments by Contractor. In accordance with A.R.S. § 34-221(G), JOC agrees to promptly pay all Subcontractors within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Subcontractor or subordinate

Subcontractors, on account of the Work performed by each to the extent of each such Subcontractor's interest therein, except that no contract for construction may materially alter the rights of any Subcontractor or material supplier to receive prompt and timely payment.

5.12.6. Approximate Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Work to be done and material to be furnished under this Contract, which have been estimated, as stated in the proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for the Work under this Contract. JOC further agrees that City will not be held responsible if any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Work as estimated and the Work actually done.

If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release JOC from the execution and completion of the whole or any part of the Work in accordance with the Plans and Specifications herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse JOC from any of the obligations or liabilities hereunder, or entitle JOC to any damages or compensation except as may be provided for in this Contract.

5.13. GIS Data Disclaimer.

THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE JOC ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE JOC ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY

DISCLAIMED. JOC SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

6. SPECIAL PROVISIONS

- 6.1. Key Contacts.
City Engineering 480-350-8200
Blue Stake 602-263-1100
- 6.2. Uniformed Police Officers. During the course of construction, it may be required to have a uniformed police officer present to facilitate traffic control per the Tempe Barricade Manual and the Traffic Engineer's direction. Uniformed police officers, if necessary, will be paid for by City.
- 6.3. Opening Trenching and Steel Plates. The maximum amount of open trench in any state of trenching or backfilling shall be limited to five hundred (500) feet. All trenches shall be completely backfilled or covered using steel plates at the end of each working day.
- The duration of use of steel plates shall not exceed seventy-two (72) hours between completion of work in trench and final patch. Steel plates are to be installed according to Detail T-450 of the Tempe Supplement to the MAG Details. All steel plates installed will be recessed into the existing pavement by milling until the top of the plate is flush with the top of the pavement.
- 6.4. Confidentiality of Plans and Specifications. Any Plans or Specifications JOC receives regarding this project are for official use only. JOC may not share them with others except as required to fulfill the obligations of its Contract with City.
- All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by JOC shall include the following language: "Per City of Tempe Guidelines, these Plans are official use only and may not be shared with others except as required to fulfill the obligations of JOC's Contract with City of Tempe".
- 6.5. Irrigation and Landscape Repair. JOC shall repair all sprinkler and irrigation systems that are disturbed in the course of the Work. There will be no separate payment for irrigation and landscape repair, the cost of which will be incidental to other bid items. It is highly recommended that JOC meet with owner(s) of irrigation systems prior to construction and note existing operating systems to minimize impact and repair costs.
- 6.6. Sequence of Construction. JOC shall submit a project sequencing schedule to City Engineer for review at the pre-construction conference. JOC is on notice that City will review the proposed schedule to insure limited community impact.
- 6.7. Coordination with Other Contractors. Coordination between Contractors may be required. Should JOC cause damage to the work or property of any separate Contractor at the Site, or should any claim arising out of or resulting from JOC's performance of the Work at the Site be made by any separate Contractor against

JOC, Design Engineer, or Construction Manager or any other person, JOC shall promptly attempt to settle with such other Contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.

JOC shall, to the fullest extent permitted by laws and regulations, defend, indemnify and hold City, its officers, officials, employees and volunteers harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, and all court arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against City, its officers, officials, employees and volunteers to the extent based on a claim caused by, arising out of, or resulting from JOC's performance of the Work.

Should a separate Contractor cause damage to the work or property of JOC or should the performance of Work by any separate Contractor at the Site give rise to any other claim, JOC shall not institute any action, legal or equitable against City, Design Engineer, or Construction Manager or the officers, directors, employees, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from City, Design Engineer, or Construction Manager or the officers, directors, employees, or other consultants of each and any of them on account of such damage or claim.

If JOC is delayed at any time in performing or furnishing work by any act or neglect of a separate Contractor and City and JOC are unable to agree as to the extent of any adjustment in completion time attributed thereto, JOC may make a claim for an extension of time. An extension of the completion time shall be JOC's exclusive remedy with respect to City, Design Engineer, or Construction Manager or the officers, directors, employees, agents, or other consultants of each and any of them for activities that are its respective responsibilities.

Cooperation between Contractors shall be in accordance with MAG Specification 105.7.

- 6.8. Demolition Services For Commercial And Residential Properties. Under clarification issued by the Environmental Protection Agency (EPA) on July 28, 1995, (FR 38725,26) demolition by municipalities of isolated commercial and residential buildings for purposes of nuisance abatement are exempt from National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations. The JOC Contractor shall obtain an 'Earth Moving Permit' from Maricopa County, Environmental Services Department, Air Quality Division (602) 506-6727, for general building demolition and site clearing activities on parcels over 0.10 acre.

The JOC Contractor shall be responsible for the removal of all hazardous and regulated materials from the site of the work.

The following standard specifications shall apply to all demolition work:

6.8.1. Part 1 – General.

- a. Work Included. Furnish all labor, materials, equipment, transportation, technician expertise, record keeping and services necessary for general demolition, hazardous materials removal and disposal, and site clearing such that the property shall be left in safe condition free from nuisance and hazard. “Hazardous materials” means those materials designated by Tempe as requiring special management during transport, storage, treatment, and/or disposal. This includes, but is not limited to: hazardous waste, polychlorinated biphenyls (PCB’s); asbestos; and Special Wastes as designated by the State of Arizona. Hazardous waste is clarified as a hazardous material, which meets the established criteria of the Resource Conservation and Recovery Act (RCRA) regulations.
- b. Quality Assurance. The Tempe Building Code consists of the International Building Code (I.B.C.), 2003 Edition, and the City of Tempe amendments to the 2003 I.B.C. and shall govern the work of this agreement. The JOC Contractor shall obtain a Haul Permit from the City’s Public Works Department, a Demolition Permit from the City’s Development Services Department, an Air Quality Permit from Maricopa County Health Services Department, and all other applicable permits prior to commencing work. An asbestos NESHAP is required for the work of this contract under the “Residential Building Exemption”. The JOC Contractor shall comply with the EPA’s revised asbestos NESHAP regulations for all Category I and Category II materials (friable and non-friable asbestos containing materials (ACM)). The JOC Contractor shall treat, transport and dispose of all hazardous materials received pursuant to this contract in an environmentally sound manner and in compliance with all applicable local, state and federal laws and regulations. The JOC Contractor shall dispose of all hazardous materials at an EPA approved landfill.
- c. Site Conditions. The City’s Water Utilities Department Environmental Division will investigate the site and identify, but not remove, all known hazardous or regulated materials. The JOC Contractor shall remove all hazardous or regulated materials identified by the City and any additional discovered. The JOC Contractor shall not close or obstruct roadways, driveways, sidewalks, or hydrants without proper permits from the City’s Public Works Department.
- d. Scheduling/Sequencing. The JOC Contractor shall coordinate the work with utility companies having facilities on-site. The City will make arrangements for electrical, gas, and water services to be disconnected prior to removal of hazardous or regulated materials. As demolition is normally scheduled to occur as soon as possible after completion of removal operations, the JOC Contractor shall verify satisfactory utility conditions prior to commencing operations, which might jeopardize facilities.

6.8.2. Part 2 – Products.

- a. Materials Salvage. The JOC Contractor is encouraged to salvage and recycle glass, aluminum, copper, etc. as well as any serviceable doors, fixtures, lights, trees, shrubs, etc. Salvageable items are the property of the JOC Contractor and must be removed from the property within the time period of the contract. Historic artifacts such as cornerstones and their contents, commemorative plaques and tablets, as well as other articles of historic significance remain the property of the City. Notify the City if such articles are encountered and obtain direction for appropriate method of removal and disposition.
- b. Fill Materials. Native or imported fill materials shall conform to the requirements identified below.

6.8.3. Part 3 – Execution.

- a. Inspection. Prior to the start of demolition Work, the JOC Contractor shall inspect areas in which Work will be performed. Photograph existing conditions of structures and surfaces and surrounding properties, which could be misconstrued as damage resulting from demolition Work; file photographs with the City prior to starting demolition.
- b. Preparation. The JOC Contractor shall notify Blue Stake and coordinate locating of underground facilities. The JOC Contractor shall not carry on any function, work, or operation in closer proximity to any high-voltage overhead power line than is permitted by A.R.S. §40-360.42 et seq. without first notifying the utility owner.
- c. Demolition. The JOC Contractor shall perform demolition of electrical utilities in accordance with power and telephone company requirements. Disconnect, remove, abandon, and identify designated utilities within demolition areas. JOC Contractor shall also perform the following to City's satisfaction:
 - i. Remove foundation walls and footings to a depth of 12 inches below grade.
 - ii. Remove slabs-on-grade. Decision to remove slabs will be made on a project basis.
 - iii. Remove all incidental-landscaping materials, any landscaping in poor condition, or in conflict with general demolition and site clearing operations. Remove all stumps and dead landscaping elements. Remove all trees of caliper less than six (6) inches.

- iv. Remove all demolition materials from Site. Remove all debris and demolished landscaping materials from Site. Do not burn or bury materials on Site.
 - v. Evacuate backfill areas, open pits, holes, and areas where standing water may accumulate. Fill materials required to raise an area shall be placed in six-(6) inch lifts, moistened, and compacted such that the required densities are obtained throughout the lift.
 - vi. Compact soils to 90 percent maximum density in accordance with the American Society for Testing and Materials (ASTM) D698. Granular and imported soils shall be compacted as moisture content of optimum to optimum minus 3 percent. Clay or on Site soils shall be compacted at a moisture content of optimum to optimum plus 3 percent.
 - vii. Exposed loose soils shall be scarified, moistened, and compacted to a minimum depth of eight (8) inches. Clay soils shall be compacted only to recommended densities and shall not be over-compacted. Sewer caps shall be installed by the JOC Contractor.
 - viii. The Site will be brought to rough grade under this Contract. Rough grade and compact areas affected by demolition to maintain Site grades and contours. Areas to be rough graded shall extend to the limits of the property.
- d. Field Quality Control. The JOC Contractor shall provide water and equipment for dust control.
 - e. Protection. Protect existing landscaping materials scheduled to remain. Prevent movement or settlement of adjacent structures. Provide bracing or shoring as necessary. Conduct operations with minimum interference with public or private access. Obtain written permission from adjacent property owners when equipment will traverse, infringe upon, or limit access to their property.
 - f. Fill Materials. Trench backfill and pavement replacement per MAG Section 301, letter A; MAG Section 601; City of Tempe Standard Detail T-450; and City of Tempe Standard Detail T-345, as applicable.
 - g. Cleaning. The JOC Contractor shall maintain the right-of-way and keep it clean continuously throughout demolition operations. Upon completion of demolition, remove temporary Work. Repair adjacent surfaces soiled or damaged by demolition Work. Leave Project area clean.
 - h. Attachment. Plot plan sketch on 8½ x 11 inch paper for submittal to Maricopa County, Environmental Services Department, Field Services Division, Air Pollution Control as required for Application for Earth Moving Permit, Demolition & Dust Control Plan. An 8 1/2 x 11 inch

plot plan sketch shall also be submitted with the Demolition Permit to the City's Development Services Department.

7. FORMS APPENDIX

The attached forms shall be completed and submitted with each Job Order to the Contract and are incorporated into this Contract by this reference. **They are included in this Contract only as reference and will also be provided in each Job Order.**

LIST OF SUBCONTRACTORS..... SB-1

STATUTORY PERFORMANCE BOND..... PB-1

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[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the date and year first herein written.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Job Order Contractor warrants that the person who is signing this Contract on behalf of Job Order Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

Hunter Contracting Company

Signature

Printed Name

Title

City Transaction Privilege
License (Sales Tax) Permit No.

(Corporate Seal)

Witness [IF CONTRACTOR IS INDIVIDUAL]

EXHIBIT A

**City of Tempe
City Park Infrastructure Improvements
Job Order Contract (JOC) Services**

Hunter Contracting Co. Labor Rates

Description	Rate per Hour
Program, Manager	\$73.35
Project, Manager	\$70.24
Pre-con, Manager	\$70.49
Project, Engineer	\$52.61
Administrative Assistant	\$25.45
Superintendent, General	\$65.48
Superintendent	\$64.05
Superintendent, Concrete	\$59.05
Superintendent, Pipe	\$59.05
Superintendent, Struct Conc	\$59.05
Project, Safety Supervisor	\$43.32
Project, Start-up Manager	\$64.77
Carpenter	\$35.45
Carpenter, Lead	\$39.27
Driver, Camel	\$29.38
Driver, Serviceman	\$38.31
Driver, Ten Wheeler	\$26.44
Driver, Transport	\$48.35
Driver, Watertruck	\$28.31
Estimator	\$64.77
Finisher	\$35.45
Foreman, Concrete	\$49.75
Foreman, Grading	\$44.75
Foreman, Millwright	\$49.04
Foreman, Paving	\$51.90
Foreman, Pipe	\$48.33
Foreman, Structures	\$54.04
Labor, Asphalt Raker	\$22.59
Labor, Concrete	\$27.23
Labor, Form Setter	\$28.30
Labor, General	\$27.59
Labor, Guinea Chaser	\$22.59
Labor, Pipe	\$26.16
Labor, Pipe Layer	\$27.59
Labor, Pipe Layer, Lead	\$31.88
Mechanic	\$34.74
Millwright	\$30.45

**City of Tempe
City Park Infrastructure Improvements
Job Order Contract (JOC) Services**

Hunter Contracting Co. Labor Rates

Description	Rate per Hour
Millwright, Lead	\$37.60
Operator, Backhoe	\$42.60
Operator, Bidwell / Tininer	\$34.27
Operator, Blade	\$37.60
Operator, Boomtruck	\$37.96
Operator, Compactor	\$31.52
Operator, Crane	\$37.96
Operator, Curb Machine	\$31.52
Operator, Dozer	\$31.52
Operator, Grade Checker	\$28.31
Operator, Grade Tractor	\$29.74
Operator, Loader	\$31.17
Operator, Paver	\$31.52
Operator, Roller	\$31.52
Operator, Scraper	\$34.74
Operator, Screed	\$31.52
Operator, Slip Form Paver	\$31.52
Operator, Tractor	\$31.52
Operator, Universal	\$31.52
Welder	\$51.90

**STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____ (“Surety”), are held and firmly bound
unto _____ (“Obligee”) in the amount of _____ Dollars
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written Contract with the
Obligee, dated the / day of /, 201/, to complete Project No. /, which Contract is hereby referred to
and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the principal
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the contract during the original term of the contract and any extension of the
contract, with or without notice to the surety, and during the life of any guaranty required under
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
and agreements of all duly authorized modifications of the contract that may hereafter be made,
notice of which modifications to the surety being hereby waived, the above obligation is void.
Otherwise it remains in full force and effect.

STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (“Principal”) and _____,
a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____ (“Surety”), as held and firmly
bound unto _____ (“Obligee”) in the amount of _____
Dollars (\$_____), for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the
Obligee, dated the / day of /, 201/, to complete Project No. /, which Contract is hereby referred to
and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the
principal promptly pays all monies due to all persons supplying labor or materials to the
principal or the principal's subcontractors in the prosecution of the work provided for in the
contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title
34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions, conditions and limitations of title 34, chapter 2,

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

CITY PARK INFRASTRUCTURE IMPROVEMENTS

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the owner, partner, or principal of the corporation, or the manager or member of the limited liability company including, but not limited to, pay requests, change orders, required certifications, etc.:

Type or Print Name

Signature

Contractor Name:

Signed By:

Printed Name:

Title:

Date:

**CITY OF TEMPE DEPARTMENT OF PUBLIC WORKS
UNCONDITIONAL WAIVER AND RELEASE
FOR CONTRACTOR'S PAYMENT
AND SETTLEMENT OF CLAIMS**

Upon receipt of payment from the City of Tempe, the undersigned:

Contractor's Name: _____

Contractor's Address: _____

The undersigned has been paid and acknowledges having received final payment from the City of Tempe in the amount of \$_____ [state dollar amount for final, total contract amount] for full and final payment of all work, services, equipment, labor, skill and material furnished, delivered and performed by the undersigned for the city or anyone in the construction [or other services] for MASTER JOB ORDER CONTRACT SERVICES FOR CITY PARK INFRASTRUCTURE IMPROVEMENTS at various park locations throughout Tempe; and does hereby waive and release any and all rights to mechanic's liens, any state or federal statutory bond right, any private bond right, any claim for payment and any and all rights under any applicable federal, state or local laws related to claim or payment rights for persons in the undersigned's position held on the above-referenced project against the City of Tempe, for this value received. The undersigned further agrees to defend, indemnify and hold harmless the City of Tempe against any and all liens, claims, suits, actions, damages, charges and expenses whatsoever, which the City may incur arising out of the failure or the undersigned to pay in full for all work, services, equipment, labor, skill and material furnished with regard to the project.

The undersigned, in consideration of the payment acknowledged, hereby warrants that he has already paid or will pay using the monies received from this final payment to promptly pay in full all of his contractors, subcontractors, laborers, materialmen and suppliers for all work, materials, equipment or services provided to the above-referenced project.

Contractor Signature

Date

By (Print Name and Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if signed, even if you have not been paid. If you have not been paid in full, use a conditional release form.

[NOTARY SEAL TO FOLLOW]

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On ____ day of _____, 2016, _____ personally appeared before me, and proved by lawful identification documents to be the person who signed the preceding document in my presence, and who affirmed to me that the contents therein are truthful and accurate to the best of his/her knowledge and belief.

Notary Seal

Notary Public

Printed Name

My Commission Expires:

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF JOC
REGARDING
HEALTH INSURANCE**

_____, Arizona

Date _____

**CITY PARK INFRASTRUCTURE IMPROVEMENTS
MASTER JOB ORDER CONTRACT**

I hereby certify that _____ (name of company) currently has, and all of its major Subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this Contract, health insurance for all employees working on this Project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: _____

Type of Insurance (PPO, HMO, POS, INDEMNITY): _____

Policy No.: _____

Policy Effective Date (MM/DD/YY): _____

Policy Expiration Date (MM/DD/YY): _____

Signed and dated at _____, this _____ day of _____, 2015.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2015.

Notary Public

[Notary Seal]

City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at 480-350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe ("City") after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of Contract signing. Temporary employees will be covered to the same extent as City covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with City project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the Contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice

of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works Contract with City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance" issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

**AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES**

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____: Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____: Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- _____ 10. **A United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **A United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. **A tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423



**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- **CONTRACTOR** means any person who has a contract with the City.
- **VENDOR** means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company