

CITY OF PHOENIX, ARIZONA  
OFFICE OF THE CITY ENGINEER  
DESIGN AND CONSTRUCTION PROCUREMENT



PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

FIRE STATION 15 - GO BOND  
FD57100031

PROCUREPHX PRODUCT CATEGORY CODE 912000000  
RFx 6000001768

AGREEMENT \_\_\_\_\_



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PROJECT NO.: FD57100031

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# **CALL FOR BIDS**

**CITY OF PHOENIX  
FIRE STATION 15 - GO BOND  
DESIGN-BID-BUILD**

**PROJECT NO. FD57100031**

**PROCUREPHX PRODUCT CATEGORY CODE 912000000  
RFx 6000001768**

**BIDS WILL BE DUE: TUESDAY, APRIL 22, 2025, AT 2:00 P.M.  
SUBMITTED INTO THE DESIGN AND CONSTRUCTION PROCUREMENT BID BOX  
LOCATED ON THE 1ST FLOOR LOBBY OF THE PHOENIX CITY HALL BUILDING,  
200 W. WASHINGTON STREET, PHOENIX, ARIZONA, 85003**

**BIDS WILL BE READ: TUESDAY, APRIL 22, 2025, AT 2:00 P.M.  
ON 5<sup>TH</sup> FLOOR, ROOM 5 WEST  
PHOENIX CITY HALL  
200 W. WASHINGTON STREET  
PHOENIX, AZ 85003-1611**

**\*All times are local Phoenix time**

## **SCOPE OF WORK**

The City of Phoenix is seeking a qualified contractor to provide construction services for the GO Bond project listed below.

Phoenix Fire Station 15 is a new single-story building of approximately 20,810 square feet. The proposed facility includes four apparatus bays, 16 dormitories, fitness room, community room, kitchen, and work/living spaces. The fire station is designed per the City of Phoenix Fire Department building design standards and will incorporate environmental design principals similar to LEED to reduce energy consumption and water preservation. The building envelop is composed of insulating concrete forms and concrete masonry unit walls with conventional wood, steel framing, and insulated metal deck roof.

The developed site is approximately 7.07 acres of undeveloped desert rangeland located on the southwest conner of 45<sup>th</sup> Avenue and Camelback Road. Sewer and water services will be extended from right-of-way.

A Small Business Enterprise goal of 13% has been established for this project.

## **PRE-BID MEETING**

A pre-bid meeting will be held on Tuesday April 1, at 12:00 p.m., at 200 W. Washington Street, 5<sup>th</sup> Floor, City Hall Conference Room 5W. At this meeting, staff will discuss the scope of work, general contract issues and respond to questions from the attendees. As City staff will not be available to respond to

individual inquiries regarding the project scope outside of this pre-bid meeting, it is strongly recommended that interested firms send a representative to the pre-bid meeting.

**REQUEST FOR BID PACKET**

On Thursday, March 20, 2025, the bid packet may be downloaded from the City of Phoenix's eProcurement site at:

<https://eprocurement.phoenix.gov/irj/portal>

(OR)

the City of Phoenix's "Solicitations" web page as. The web address is:

<https://solicitations.phoenix.gov>

Firms receiving a copy of the bid packet through any other means are strongly encouraged to download the bid packet from the City webpage.

Firms must be registered in eProcurement <https://www.phoenix.gov/finance/vendorsreg> as a vendor.

**GENERAL INFORMATION**

The City reserves the right to award the contract to the lowest responsible responsive bidder or all bids will be rejected, as soon as practicable after the date of opening bids.

The City of Phoenix will provide reasonable accommodation for alternate formats of the bid packet by calling Samantha B. Ansmann at (602) 681-5361 or calling TTY 711. Requests will only be honored if made within the first week of the advertising period. Please allow a minimum of seven calendar days for production.

Questions pertaining to process or contract issues should be directed to Samantha B. Ansmann at (602) 681-5361 or [samantha.ansmann@phoenix.gov](mailto:samantha.ansmann@phoenix.gov).

Jeffrey Barton  
City Manager

Eric J. Froberg, PE  
City Engineer

Published: Arizona Business Gazette

Date: March 20, 2025

Date: March 27, 2025

District: 5

## INFORMATION FOR BIDDERS

1. **102 BIDDING REQUIREMENTS AND CONDITIONS**, Add the following to **MAG and COP Supplement to MAG Section 102 BIDDING REQUIREMENTS AND CONDITIONS**:

### INFORMATION FOR BIDDERS

#### A. **QUESTIONS ON PLANS AND SPECIFICATIONS**

**Neither the Engineer nor the City of Phoenix will be held responsible for any oral instructions. Any changes to the plans and specifications will be in the form of an addendum. All Addenda will be posted online within the project folder at the following website:**

<https://eprocurement.phoenix.gov/irj/portal>

OR

<https://solicitations.phoenix.gov>

For additional information prior to submitting your bid, contact:

Plans, Technical/Special Provisions, Proposal or Specifications:

NAME: Samantha B. Ansmann, Design and Construction Procurement

ADDRESS: 200 W. Washington Street, Phoenix, AZ 85003

PHONE: (602) 681-5361 E-MAIL: [samantha.ansmann@phoenix.gov](mailto:samantha.ansmann@phoenix.gov)

SBE Utilization contact:

Equal Opportunity Department: (602) 262-6790

**All questions regarding the plans and specifications must be received (in writing) at a minimum seven calendar days prior to bid opening. Questions received after that time may not be given any consideration.**

#### B. **REQUEST FOR SUBSTITUTIONS**

Paragraph A, B, and C of MAG Section 106.4 are deleted and the following paragraphs substituted:

1. The Engineer will consider written request(s), by a prime bidder only, for substitution(s) which is/are considered equivalent to the item(s) specified in the Contract documents. The written request will be considered only if it is received at least twelve calendar days prior to the established bid date. Notification of acceptable substitutions will be made by addendum issued no fewer than seven calendar days prior to the established bid date. (A.R.S. 34-104)
2. The prime bidder, at his own expense, will furnish the necessary data of substitution and validate that the physical, chemical, and operational qualities of each substitute item is such that this item will fulfill the originally specified required function.
3. The substitution, if approved, will be authorized by a written addendum to the Contract documents and will be made available to all bidders. The bid date and the scheduled completion time will not be affected by any circumstances developing from this substitution.
4. The request will be submitted to Design and Construction Procurement, Attention Samantha B. Ansmann, 200 W. Washington Street, Phoenix, Arizona 85003 or via email to [samantha.ansmann@phoenix.gov](mailto:samantha.ansmann@phoenix.gov).

C. **BID BOND**

Bidders must submit a properly completed proposal guarantee in the form of certified check, cashier's check, or surety bond provided, for an amount not less than 10 percent of the total amount bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Surety bonds submitted for this project will be provided by a company which has been rated "A- or better for the prior four quarters" by the A.M. Best Company. ***A bid will be deemed non-responsive if not accompanied by this guarantee.***

The surety bond will be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona, issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. The surety bond will not be executed by an individual surety or sureties even if the requirements of Section 7-101 are satisfied. The certified check, cashiers check, or surety bond will be returned to the contractors whose proposals are not accepted, and to the successful contractor upon the execution of a satisfactory bond and contract.

When providing a Surety Bond, ***failure to provide an "A- or better for the prior four quarters" bond will result in bid rejection.***

D. **LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS & LIST OF ALL SUBCONTRACTORS AND SUPPLIERS**

***A bid will be deemed non-responsive if not accompanied by a properly completed and signed L.O.S.-1 "List of Major Subcontractors and Suppliers" form.***

To assist in eliminating the practice of bid shopping on City construction projects, the Bidder shall list all Major Subcontractors and Suppliers to whom the Bidder intends to contract with that are equal to or greater than 5% of the base bid. The list of Major Subcontractors and Suppliers will be provided on the L.O.S.-1 "List of Major Subcontractors" form. Failure to properly complete and sign this form will result in bid rejection. This form is due with the bid.

If substantial evidence exists that bid shopping occurred on this project, the Bidder will be ineligible to bid on City or City-affiliated construction projects for a period of one year.

The list of All Subcontractors and Suppliers shall be provided on the L.O.S.-2 "List of All Subcontractors and Suppliers" form. This form is due three calendar days after bid opening by 5:00 p.m. All bidders will be required to submit the L.O.S.-1 form. The three lowest bidders will be required to submit the L.O.S.-2 form. If the L.O.S.-2 form is not submitted by the post-bid deadline, the Bidder will still be required to submit the document prior to award. If the Bidder fails to submit the required L.O.S.-2 form by the post-bid deadline, the Bidder's bid bond may be placed in jeopardy because the City may make a claim against the Bidder's bid bond for the cost difference between the lowest responsive and responsible Bidder's bid and the next lowest bid (and any additional costs involved in awarding the contract to the next lowest responsive and responsible bidder).

E. **BID SUBMITTAL**

The properly completed bid documents along with the ten percent bid guarantee will be submitted in a sealed envelope. The outside of the envelope will be marked as follows:

Bid of (Firm's Name, Address and Phone Number) \_\_\_\_\_  
For: Fire Station 15 – GO BOND  
City of Phoenix Project Number: FD57100031

Sealed bids will be submitted to the bid box located on the first floor of the Phoenix City Hall Building, 200 W. Washington Street, Phoenix, Arizona, 85003 prior to the time and date specified for bid opening.

F. **BID WITHDRAWALS**

MAG Section 102-10, Withdrawal or Revision of Proposal, is hereby deleted and the following paragraph is submitted:

“No bidder may withdraw or revise a proposal after it has been deposited with the City except as provided in Phoenix City Code Chapter 2, Section 190.2. Proposals, read or unread, will not be returned to the bidders until after determination of award has been made.

G. **ADDENDA**

***Acknowledge all addenda; a bid will be deemed non-responsive if all issued addenda for this project are not acknowledged in writing on Page P. -1.***

The City of Phoenix will not be responsible for any oral responses or instructions made by any employees or officers of the City of Phoenix regarding bidding instructions, plans, drawings, specifications or contract documents. A verbal reply to an inquiry does not constitute a modification of the Invitation for Bid. Any changes to the plans, drawings and specifications will be in the form of an addendum.

It will be the responsibility of the prospective bidder to determine, prior to the submittal of its bid, if any addenda to the project have been issued by the Design and Construction Procurement. All addenda issued will be acknowledged by the bidder on Page P-1. All addenda (if any) will be available online within each project’s folder at the following website:

<https://eprocurement.phoenix.gov/irj/portal>

OR

<https://solicitations.phoenix.gov>

**The contractors are responsible for ensuring they have all addenda for all projects they are submitting on. Prospective bidders are strongly encouraged to check the Solicitations website in order to ascertain if any addenda have been issued for the project.**

H. **BID SUBMITTAL CHECKLIST**

**All firms must be registered in the City’s Vendor Management System prior to submitting a bid. For new firms – the City will send an email to your firm with a vendor number within two days of submitting the request. The vendor number needs to be included on the cover of the bid proposal package/envelope. Information on how to register with the City is available at:**

<https://www.phoenix.gov/finance/vendorsreg>

BID SUBMITTAL CHECKLIST

This checklist is provided to remind bidders of several of the required elements of the bid packages. It is not intended to be a comprehensive list of all the contract documents. Bidders are encouraged to review all of the Bid Instructions to determine compliance therein.

- Acknowledge all addenda? (Page P-1)

- Completed all of the Bid Proposal forms? (Pages P-1 to P-2 and P.S.-1)
- Included your Bid Bond (rated A- or better for the prior four quarters) or Guarantee Cashier's Check? (Page S.B.-1)
- Completed SBE Utilization form or a fully documented waiver package? (Page S.B.U.-1)
- Completed List of Major Subcontractors and Suppliers form? (Page L.O.S.-1)
- Completed Letter of Intent to Perform as Subcontractor/Supplier (L.O.I-1)

**PLEASE DO NOT SUBMIT THE ENTIRE SPECIFICATION BOOK WHEN SUBMITTING YOUR BID. INCLUDE ONLY THE REQUIRED BIDDING DOCUMENTS.**

#### POST-BID SUBMITTAL CHECKLIST

The three lowest bidders must submit completed contracts documents listed below, no later than three calendar days after bid opening by 5:00 p.m. The documents must be submitted to Design and Construction Procurement, 5th Floor or can be sent by email to [samantha.ansmann@phoenix.gov](mailto:samantha.ansmann@phoenix.gov).

- Completed List of All Subcontractors and Suppliers form (L.O.S.-2)
- Bidders Disclosure Statement? (Pages B.D.S.-1 to 4)
- Submit Affidavit of Identity (if you are a sole proprietor) (Page A.O.I.-1)

#### **PRIOR TO CONTRACT EXECUTION**

- Contractor must provide proof of license required to perform the work.
- Verification of Experience Modification Rate (EMR) – the awarded company will be required to provide an EMR verification letter from the insurance company prior to contract execution.

#### **I. PERMITS**

**CITY RESPONSIBILITY** – The City will be responsible for City of Phoenix review and permit(s) fees for building and demolition permits. The City will also pay review fees for grading and drainage, water, sewer, and landscaping. The City will also pay for utility design fees for permanent services.

**CONTRACTOR RESPONSIBILITY** – The Contractor will be responsible for all other permits and review fees not specifically listed above. The Contractor is responsible for the cost of water meters, water and sewer taps, fire lines and taps, and all water bills on the project meters until the project is accepted. Arrangements for construction water are the Contractor's responsibility.

The Contractor may elect to use a City fire hydrant for its source of construction water only if an existing water service connection is unavailable or inadequate. The Contractor will be required to comply with Phoenix City Code Section 37-13A.

**The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.** Copies of these permits and notices must be provided to the City's Project Manager prior to starting the



permitted activity. In the case of Fire Department permits, a copy of the application for permit will also be provided to the Project Manager. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

J. **CANCELLATION OF CONTRACT FOR CONFLICT OF INTEREST**

All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Phoenix pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

K. **CONTRACTOR'S LICENSE AND PRIVILEGE LICENSE AND CERTIFICATIONS**

Prior to bidding on this project, the bidder must possess the correct license to perform the work described in the plans and specifications. Prior to award of the contract, the successful bidder must provide to the Contract Procurement Section its Contractor's License Classification and number, its City of Phoenix Privilege License number and Federal Tax Identification number.

Bidder will submit the Bidder's Disclosure Statement as set forth in Pages B.D.S. - 1 to B.D.S. - 4 within three calendar days of bid opening by 5:00 p.m.

Unless provided otherwise in this solicitation, Bidder will be deemed non-responsive and the bid rejected if Bidder fails to possess the proper Contractor's and Business Licenses at the time of bid or fails to submit a substantially completed Bidder's Disclosure Statement as specified above.

L. **TAX LIABILITIES; DISCLOSURE OF CONVICTIONS AND BREACH(S) OF CONTRACT**

On or before the award of the contract for this project, the successful bidder will: (i) file all applicable tax returns and will make payment for all applicable State of Arizona and Maricopa County Transaction Taxes (ARS Sec. 41-1305) and City of Phoenix Privilege License Taxes (Phoenix City Code Sec.14-415); (ii) disclose any civil fines, penalties or any criminal convictions, other than for traffic related offenses, for violation of federal, state, county or city laws, rules or regulations including, but not limited to, environmental, OSHA, or labor compliance laws (collectively "Laws") by Bidder, Bidder's directors, managing members, responsible corporate officers or party who will be responsible for overseeing and administering this project (collectively "Bidder"); and (iii) disclose any material breach(s) of an agreement with the City of Phoenix, any termination for cause or any litigation involving the City of Phoenix occurring within the past three calendar years. Unless provided otherwise in this solicitation, the successful bidder will be deemed non-responsive and the bid rejected for any of the following: (i) Bidder's civil or criminal conviction, other than for traffic related offenses, for a violation of Laws within the past three calendar years; (ii) liability or culpability resulting in payment of fines or penalties in the cumulative total amount of \$100,000 or greater for a violation of "Laws" within the past three calendar years; (iii) material breach of a City of Phoenix agreement, termination for cause or litigation with the City of Phoenix within the past three calendar years; and (iv) Bidder's failure to disclose the information as required by this provision. Further, after award of contract, in addition to any other remedy, Bidder's failure to remit proper taxes to the City of Phoenix may result in the City withholding payment pursuant to Phoenix City Charter Chapter XVIII, Section 14 until all delinquent taxes, interest, and penalties have been paid.

**State and Local Transaction Privilege Taxes:**

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes.

It is the responsibility of the Contractor to determine any applicable taxes. The City will review the price or offer submitted and will not deduct, add or alter pricing based on taxes.

If you have questions regarding tax liability, seek advice from a tax professional prior to submitting a bid. Once the bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability.

If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

**For purposes of A.R.S. 42-5075(P), this contract is subject to A.R.S. Title 34.**

Tax Indemnification:

Contractor will, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor will, and require the same of all subcontractors, hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

Tax Responsibility Qualification:

Contractor may be required to establish, to the satisfaction of City, that all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest).

Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes.

Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

**M. STANDARD SPECIFICATIONS AND DETAILS**

Except as otherwise required in these specifications, bid preparation and construction of this project will be in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision, and the City of Phoenix Supplements to the MAG Uniform Standard Specifications and Details, latest revision.

**N. PRECEDENCE OF CONTRACT DOCUMENTS**

In case of a discrepancy or conflict, the precedence of contract documents is as follows:

1. Change Orders or Supplemental Agreements
2. Addenda
3. Contract Specifications/Special Provisions/Technical Provisions
4. The Plans
5. COP Supplement to MAG Standard Specifications and Details, latest revision
6. MAG Standard Specifications and Details, latest revision

The precedence of any Addenda falls within the category which it represents.

O. **CONFIDENTIALITY OF PLANS & SPECIFICATIONS**

Any plans generated for this project must include the following statement in the Title Block on every page: "Per City of Phoenix City Code Chapter 2, Section 2-28, these plans are for official use only and may not be shared with others except as required to fulfill the obligations of Contractor's contract with the City of Phoenix."

P. **AUDIT AND RECORDS**

Records of the Contractor's direct personnel payroll, bond expenses, and reimbursable expenses pertaining to this Project, and records of accounts between the City and Contractor will be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to five years following Final Acceptance of the Project.

The City, its authorized representative, and/or any federal agency, reserves the right to audit the Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate the Contract and any change orders.

The City reserves the right to decrease Contract price and/or payments made on this Contract and/or request reimbursement from the Contractor following final contract payment on this Contract if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data.

The Contractor will include a similar provision in all of its Agreements with subcontractors and suppliers providing services or supplying materials under the Contract Documents to ensure that the City, its authorized representative, and/or the appropriate federal agency has access to the Subcontractor's and Supplier's records to verify the accuracy of all cost and pricing data.

The City reserves the right to decrease the Contract price and/or payments made on this Contract and/or request reimbursement from the Contractor following final contract payment on this Contract if the above provision is not included in the Subcontractor's and Supplier's contracts, and one or more Subcontractors or Suppliers refuse to allow the City to audit their records to verify the accuracy and appropriateness of cost and pricing data.

If, following an audit of this Contract, the audit discloses the Contractor has provided false, misleading or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Contract billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

Q. **IMMIGRATION REFORM AND CONTROL ACT**

Compliance with Federal Laws Required. Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act to it. Contractor agrees to comply with these Federal Laws in performing under this Agreement and to permit City inspection of its personnel records to verify such compliance.

R. **LEGAL WORKER REQUIREMENTS**

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

S. **CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING**

Contractor agrees that all Contractor's and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

**Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. The current risk level and background screening required is (NOT APPLICABLE TO THIS PROJECT) If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

**Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

**Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

**Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

T. **LAWFUL PRESENCE REQUIREMENT**

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

U. **LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)**

If practical, the contractor will provide an easily accessible area to serve the construction site that is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, glass, plastics, metals, and designate an area specifically for construction and demolition waste recycling. The contractor must provide documentation that the materials have been taken to a Maricopa County approved recycling facility.

V. **CITY OF PHOENIX EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT**

1. In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
2. Any Contractor in performing under this contract will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability and will adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

If the Contractor employs more than thirty-five employees, the following language will apply as the last paragraph to the clause above:

The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. *Documentation.* Contractor may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
4. *Monitoring.* The Equal Opportunity Department will monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

W. **PROTEST PROCEDURES**

Any bidder who has any objections to the awarding of a contract to any bidder by the City of Phoenix, pursuant to competitive bidding procedures, will comply with Phoenix City Code Chapter 2, Section 188." A copy of the Protest Policy is also available online at:

<https://www.phoenix.gov/streets/procurement-opportunities>

X. **DATA CONFIDENTIALITY**

As used in the Contract, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Contract.

The parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Contract is confidential and proprietary information belonging to the City.

Except as specifically provided in this Contract, the Contractor or its subcontractors will not divulge data to any third party without prior written consent of the City. The Contractor or its subcontractors will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the Contractor or its subcontractors have first given the required notice to the City:

- A. Data which was known to the Contractor or its subcontractors prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;
- B. Data which was acquired by the Contractor or its subcontractors in its performance under this Contract and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractor's knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or
- C. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject.

In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor will first notify the City as set forth in this section of the request or demand for the data. The Contractor or its subcontractors will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

The Contractor, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

The Contractor or its subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Contract without notice.

#### Personal Identifying Information-Data Security

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times. At a minimum, Contractor must encrypt and/or password protects electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by Contractor or its subcontractors in connection with this Contract is believed to have been compromised, Contractor or its subcontractors will immediately notify the Project Manager and City Engineer. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

The obligations of Contractor or its subcontractors under this Section will survive the termination of this Contract.

Y. **PROJECT MANAGEMENT INFORMATION SYSTEM (UNIFIER)**

The City's Project Manager may determine that use of UNIFIER will be required during this contract. The following information provides a guideline for utilization. Any questions related to the requirements of UNIFIER should be directed to the City Project Manager.

1. The contractor will be required to maintain all project records in electronic format. The City provides an Application Service Provider (ASP) web-based project management database which the contractor will be required to utilize in the fulfillment of the contract requirements. Although this electronic platform does not fulfill this requirement in its entirety, the contractor will be required to utilize this platform as the basis for this work.
2. The contractor can expect to use this ASP to process all primary level tri-partite contract documents related to the design or construction phase of the Project including but not limited to: requests for interpretation/information, potential Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions, and Payment Requests.
3. The contractor will be required to process information into electronic digital form. To fulfill this requirement, the contractor will provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to web-based ASP and transfer electronic data.
4. The contractor will provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform will function well in a web-based environment utilizing an internet browser compatible with the City's UNIFIER ASP system.

UNIFIER training will be provided through the City of Phoenix. Contact information will be provided to the firms under contract, to establish the set up with a log-in and password.

Z. **PROJECT STAFFING**

**Key Personnel:** Before starting work, Contractor must submit detailed résumés of key personnel involved in that work for City's approval (which City will not unreasonably withhold). If

Contractor later desires to change key personnel involved in that work, Contractor must submit detailed résumés of the new personnel for City’s approval (which City will not unreasonably withhold).

**Qualified Staff:** Contractor must maintain an adequate and competent staff of qualified persons—as City may determine in its sole discretion—during performance of this Master Agreement. If City in its sole discretion determines that any of Contractor’s staff is objectionable, Contractor must take prompt corrective action or replace that staff with new personnel, subject to City’s approval.

**Third-Party Employment Brokers:** Contractor and Subcontractors will not utilize a third-party labor broker for any construction worker under this Agreement. The Contractor and Subcontractors must be the employers of record for its construction staff under this Agreement.

AA. **NO ISRAEL BOYCOTT**

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

BB. **NO FORCED LABOR OF ETHNIC UYGHURS**

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People’s Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People’s Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

CC. **COMPLIANCE WITH LAWS**

Contractor must comply with all existing and subsequently enacted federal, state and local laws, ordinances and codes, all applicable ADA requirements, regulations that are, or become applicable to this Agreement, and be in general conformance with PROWAG guidance. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement. Contractor is also required to certify its compliance with all applicable laws and Contractor must pass along these requirements to its Subcontractors. If any of Contractor’s certifications is found to be false, the City may terminate this Agreement or impose other remedies due to the false certification.

DD. **HEAT MITIGATION**

Per Phoenix City Code G-7241, effective April 25, 2024, any Contractor whose employees and



contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drink water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subconsultants, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

## SUPPLEMENTARY CONDITIONS

1. 103 AWARD AND EXECUTION OF CONTRACT, Add the following to Subsection 103.3 AWARD OF CONTRACT:

Contract award will be made to a responsive and responsible bidder based on the low total base bid or on the low combination of the total base bid and any selected alternate(s), whichever is in the best interest of the City. Additionally, the Contractor will meet the minimum SBE subcontracting goal set for this contract or have been granted a full or partial waiver of the goal. The City expressly reserves the right to cancel this agreement without recourse or prejudice to Contractor until all parties have executed the agreement in full.

Any bidder that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this Invitation to Bid, good standing means compliance with all contractual provisions, including payment of financial obligations.

2. 103 AWARD AND EXECUTION OF CONTRACT, Add the following to Subsection 103.3 AWARD OF CONTRACT

### **EARLY PROCUREMENT OF LONG LEAD MATERIALS**

Within 30 days of contract execution and prior to scheduling of a Pre-construction conference meeting, the Contractor may request early procurement of long lead materials. The Contractor's request shall be accompanied by comprehensive justification documents for review; this will include but is not limited to letters from material manufacturers or suppliers, and a project schedule showing the impact and incorporation of long lead items into the project to support the early procurement request. The request shall also outline the expected commencement of construction. The Engineer will evaluate the Contractor's early procurement request and practicable start of construction. Upon review of the request, the Engineer may issue a Notice of Intent or Limited Notice to Proceed based on the agreed upon date in the schedule. After approval of applicable material submittals, the Contractor can then choose to proceed and order long lead item materials. Failure to submit this request after execution of the contract may result in denying requests for additional time for procurement or supply chain concerns. No additional compensation or adjustment in unit prices will be considered as a result of the Contractor's request.

3. 103 AWARD AND EXECUTION OF CONTRACT, Add the following to Subsection 103.5, REQUIREMENT OF CONTRACT BONDS:

#### A. PERFORMANCE BOND AND LABOR AND MATERIAL BOND

Prior to the execution of a contract, the successful bidder must provide a performance bond and a labor and material bond, each in an amount equal to the full amount of the contract. Each such bond will be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. A copy of the Certificate of Authority will accompany the bonds. The Certificate will have been issued or updated within two years prior to the execution of the Contract. The bonds will be made payable and acceptable to the City of Phoenix. The bonds will be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as required by law, and the bonds will have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is submitted, it will be for twice the total contract amount. If two Powers of Attorney are submitted, each will be for the total contract amount. Personal or individual bonds are not acceptable. Failure to comply with these provisions will be cause for rejection

of the bidder's proposal.

B. BONDING COMPANIES

All bonds submitted for this project will be provided by a company which has been rated "A- or better for the prior four quarters" by the A. M. Best Company. **Failure to provide an "A- or better for the prior four quarters" bond will result in bid rejection.**

4. **103 AWARD AND EXECUTION OF CONTRACT**, Delete **Subsection 103.6, CONTRACTOR'S INSURANCE** in its entirety and substitute the following:

**103.6.1 General:**

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor may purchase additional insurance as they determine necessary.

**SCOPE AND LIMITS OF INSURANCE** - Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

**Commercial General Liability – Occurrence Form**

|   |             |
|---|-------------|
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury           | \$1,000,000 |
| Each Occurrence                           | \$1,000,000 |

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- Coverage must include XCU coverage.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

- Contractor's policies must be endorsed to provide an extension of the completed operations coverage for a period of nine years.

**Automobile Liability**

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

|                             |             |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

- The policy must be endorsed to include The City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**Worker's Compensation and Employers' Liability**

|                         |           |
|-------------------------|-----------|
| Workers' Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**Builders' Risk Insurance or Installation Floater**

Policy must be in an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

**\$** \_\_\_\_\_

- The City of Phoenix, the Contractor and subcontractors, must be named insureds on the policy.
- Special Causes of Loss coverage must be written on a replacement cost basis and must include coverage for soft costs, flood and earth movement.
- Policy must be maintained until whichever of the following must first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Phoenix, has an insurable interest in the property required to be covered.
- Policy must be endorsed such that the insurance must not be canceled or lapse because of any partial use or occupancy by the City.
- Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation,

including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

- Policy must contain a waiver of subrogation against the City of Phoenix.
- Contractor is responsible for the payment of all policy deductibles.

#### **ADDITIONAL INSURANCE REQUIREMENTS:**

##### A. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within five business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **Design and Construction Procurement, 200 W. Washington Street, 5<sup>th</sup> Floor, 85003**.

##### B. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than "B+VI." The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

##### C. VERIFICATION OF COVERAGE

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to Design and Construction Procurement via email at [str.title34.procure@phoenix.gov](mailto:str.title34.procure@phoenix.gov). **The City project number, contract number and project description must be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

##### D. SUBCONTRACTORS

Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

E. APPROVAL

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

**103.6.2 Defense and Indemnification**

To the maximum extent allowed by law, including Title 34 A.R.S., Contractor ("Indemnitor") agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents and employees (and any jurisdiction or agency issuing permits for any work included in the project, and its officers, agents and employees) ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses, (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors (Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state's workers' compensation law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the City's award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix under this Contract. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

5. **104 SCOPE OF WORK**, Add the following to **Subsection 104.1.2 MAINTENANCE OF TRAFFIC:**

**ADA AND ANSI ACCESS OF PREMISES DURING CONSTRUCTION**

Contractor will maintain existing ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements will include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. Contractor will be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

6. **104 SCOPE OF WORK**, Add the following to **Subsection 104.1.4 CLEANUP AND DUST CONTROL:**

The Contractor will use a power pick-up broom as part of the dust control effort. No separate measurement or payment will be made for cleanup or dust control, or for providing a power pick-up broom on the job.

7. **105 CONTROL OF WORK**, Add the following to **Subsection 105.1, AUTHORITY OF THE ENGINEER:**

A. CONTRACT ADMINISTRATION

The definition of "Engineer" will read as follows:

"Engineer": All references to "Engineer" in these contract bid documents, including the MAG Specifications, will mean City Engineer.

B. PRECONSTRUCTION CONFERENCE

After completion of the contract documents, to include bonds, insurance and signatures and prior to the commencement of any work on the project, the City Project Manager will schedule a Pre-Construction Conference. This will be held at City Hall, 200 W. Washington St, Phoenix, Arizona.

Construction administration will be provided by, City Engineer Office, Vertical Project Management Section.

The purpose of this conference is to establish a working relationship between the Contractor, utility firms and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility firms, emergency telephone numbers for all representatives involved in the course of construction and establishment of the notice to proceed date. The Contractor will also provide copies of all purchase orders and/or contracts with SBE subcontractors and suppliers used to meet the subcontract goals programmed for this project.

Minimum attendance by the Contractor will be a responsible company/corporate official, who is authorized to execute and sign documents on behalf of the firm, the job superintendent and the Contractor's safety officer.

C. AUTHORIZATION OF THE ENGINEER

The City may, at its discretion and without cause, order the Contractor in writing to stop and suspend work. Immediately after receiving such notice, the Contractor will discontinue advancing the work specified under this Agreement.

Such suspension will not exceed one hundred and eighty (180) consecutive days during the duration of the project.

The Contractor may seek an adjustment of the contract price and time, if the cost or time to perform the work has been adversely impacted by any suspension or stoppage of work by the City.

8. **105 CONTROL OF WORK**, Add the following to **Subsection 105.2 PLANS AND SHOP DRAWINGS**:  
The Contractor will submit as many of the required shop drawings and product data submittals at the Pre-Construction meeting as practical and possible. All shop drawings and product data submittals will be submitted sufficiently in advance to allow adequate time for City review(s) and approval. The Contractor will submit early enough to allow enough time for reviews based on the assumption that a submittal may be marked "Revise and Resubmit" or "Rejected", requiring the Contractor to modify the submittal and resubmit for additional review(s) until acceptance.

The Contractor will allow up to four (4) weeks for City review for each submittal. Some submittals may be simple and straightforward and may not require the full four (4) weeks, but other more complex submittals may take the full four (4) weeks.

9. **105 CONTROL OF WORK**, Delete **Subsection 105.8, CONSTRUCTION STAKES, LINES AND GRADES** and add the following:

## **Description**

The work under this section shall consist of furnishing all materials, personnel, and equipment necessary to perform all surveying, staking and verification of the accuracy of all points which have been provided by the Engineer in the project plans.

Included in this work will be all calculations required for the satisfactory completion of the project in conformance with the plans and specifications. The work will be done under the direction of a registered professional surveyor employed by the Contractor.

Measurements of all removals and pay quantity items will be the responsibility of the Engineer.

When utility adjustments are a part of the contract, the Contractor will perform and be responsible for locating, tying and untying all manholes and valves that are discovered during the course of the contract. The Contractor will set all survey points, stakes, and references necessary for carrying out all such adjustments.

During installation and/or relocation of new water lines, valves, water meters and service connections, fire hydrants, sewer lines, sewer taps, clean outs, manholes, and other similar assets, the Contractor will record the final as-built location and provide additional information related to cost, manufacturer, and model numbers in a form provided by the Engineer.

The Contractor will furnish all traffic control, including flagging for survey and staking operations. Traffic control will be in accordance with the requirements of the City of Phoenix Barricade Manual.

The Contractor will keep field notes in bound field books. These books will be available for inspection by City personnel at all times and will become the property of the City of Phoenix upon completion of the project.

## **Construction Staking Requirements**

Staking will be performed in accordance with the City of Phoenix's Survey Section Standard Requirements for Staking, As-Builts and Quantity Calculations, plus any special addenda provided by the Engineer. The Contractor will provide to the Engineer in writing, for the Engineer's approval, any special procedures that will be used for construction survey staking completion.

The project plans will include all the required benchmark and horizontal datum information to establish survey control on the project site and to complete the proper layout of the work. The project plans will identify a minimum of two City of Phoenix published Benchmarks, and identify additional temporary benchmarks at other convenient locations when applicable. After the Contractor has verified the accuracy of the control points established by the City, the Contractor will set all stakes necessary for construction in accordance with the City of Phoenix Survey Section Standard Requirements.

If errors are discovered during the verification process and the control points do not agree with the horizontal or vertical information shown in the plans, the Contractor shall promptly notify the Engineer in writing, and explain the problem in detail. The Engineer will advise the Contractor of any corrective actions which may be necessary.

The Contractor will exercise care in the preservation of stakes, references, bench marks and will reset them when they are damaged, lost, displaced or removed.



Any discrepancies in grade, alignment, locations or dimensions detected by the Contractor will be brought to the attention of the Engineer by letter. No changes in the project plans will be allowed without the approval of the Engineer.

The Engineer reserves the right to make inspections and random checks of any portion of the staking and layout procedure. If, in the Engineer's opinion, the work is not being performed in the manner that will assure proper control and accuracy, the Engineer will order any or all of the staking and layout work redone at no additional cost.

If any portion of the Contractor's staking and layout work is ordered redone, resulting in additional rechecking by the Engineer, the City will be reimbursed for all costs for such additional checking. The amount of such costs will be deducted from the Contractor's progress payment.

Inspection of the Contractor's layout by the Engineer and the acceptance of all or any part of it will not relieve the Contractor of their responsibility to secure the proper dimensions, grades and elevations for the work.

### **Record Drawings and As-builts**

The Contractor shall maintain a record drawing (redlines) set of plans at the job site. These shall be kept legible and current and shall show all changes or work added in a contrasting, reproducible color. Two weeks prior to issuance of substantial completion, the Contractor shall submit, prior to final inspection, corrected redline drawings with all appropriate field changes clearly marked and labeled on the signed and approved plan sets. The Engineer shall be the sole judge as to the acceptability of the record drawing plans, before the information is incorporated into the final and accepted as-built set to be stored with the Central Records office.

Prior to final acceptance, the Contractor will provide a complete as-built set, sealed by a Registered Professional, showing all field modifications and final elevation, stations and offset of the completed improvements. For construction related to sewer, and water facilities, and other utilities, as-built information may be requested at the Engineer prior to completion of as-builts at no additional cost. The as-built plans shall be prepared in accordance with the requirements of this section and other applicable special provisions for this project. Additional As-built requirement can be found on the Streets Transportation Department Website, under the Community Reference Materials.

**10. 105 CONTROL OF WORK, Add the following to Subsection 105.15 ACCEPTANCE, paragraph (B) Final Acceptance:**

**A. SUBSTANTIAL COMPLETION**

The work may be judged substantially complete when all construction, including all applicable ADA requirements, has been completed with the possible exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion is to stop contract time. This is particularly important to the Contractor if contract time is exhausted or nearly so and/or punch list work is anticipated to extend beyond the allotted time. Granting of substantial completion will eliminate the possibility of incurring liquidated damages or additional liquidated damages beyond the substantial completion date, whichever case may apply.

In the event that the Engineer grants substantial completion, the Contractor will have thirty (30) days thereafter to complete punch list work, unless additional time is granted--in writing--by the Engineer. In no case will a Contractor be granted more than thirty (30) days to complete punch list work, unless there are extenuating circumstances such as delay in shipment of a specialized piece of equipment, labor strike, or other circumstances beyond the Contractor's control which would necessitate a further

time extension.

**B. PENALTY FOR FAILURE TO COMPLETE PUNCH LIST WORK WITHIN SPECIFIED TIME**

In the event the Contractor fails to complete the punch list work within thirty (30) days following the contract completion date, or in the case of specialized situations within the additional time allotted by the Engineer, the Contractor may be declared in default, and the Engineer may order the work completed by others.

In the event of default, as described herein, the Engineer will withhold from the Contractor's final payment, an amount equal to at least twice the estimated cost of the remaining work. In addition, the Engineer will withhold the retention deducted from contract progress payments until all punch list work has been satisfactorily completed, whereupon twice the amount of the actual cost of completing the work will be deducted from the Contractor's final payment and the remaining funds, if any, including the contract retention, will be released in accordance with the conditions set forth in contract retention.

**C. CONTRACT RETENTION**

This project will not be considered complete until all work has been completed, including punch list work. Under no circumstances will a Contractor receive any portion of the legally retained progress payments until the City has granted a final acceptance and/or acknowledged substantial completion. The following conditions will apply to each case:

1. Substantial Completion: The Engineer may reduce outstanding contract retention to not less than one (1) percent of the total contract amount, upon granting substantial completion, if the value of the punch list work is estimated to be less than one (1) percent of the total contract.
2. Project Acceptance: Project acceptance implies that all punch list work is done and the improvements have been accepted by the City. Under these conditions, the retention will be fully released to the Contractor subject only to the signing of the standard claims affidavit and hold harmless clause required for all contracts.
3. Final Release of Contract Retention and/or Release of More Than Ninety (90) Percent of the Contract Funds: Prior to final payment and release of monies retained and/or in the case of substantial completion where the Contractor has requested a reduction in contract retention, the Contractor will be required to sign a claims affidavit agreeing to hold the City harmless from any and all claims arising out of the contract.

**11. 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC, Add the following to Subsection 107.1, LAWS TO BE OBSERVED, paragraph (C):**

While every effort has been made to Blue Stake all known utilities, and to research and show on the plans, all existing underground utilities based on the best available information, it will be the Contractor's responsibility to locate and pothole all existing utilities sufficiently in advance of anticipated new underground construction to identify any potential conflicts and allow reasonable time for the Engineer to determine solutions. Any claims for additional compensation or work required due to the Contractor's non-compliance with this provision will not be considered for payment by the City.

**12. 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC, Add the following new paragraphs to Subsection 107.1, LAWS TO BE OBSERVED:**

(G) FAIR TREATMENT OF WORKERS

The Contractor will keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. He will at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The Contractor will protect and indemnify the Contracting Agency and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

(H) DESERT TORTOISE MITIGATION

As stated in the Arizona Interagency Desert Tortoise Team (AIDTT) Management Plan (1996), if a desert tortoise is found in a project area, activities should be modified to avoid injuring or harming it. If activities cannot be modified, tortoises in harm's way should be moved in accordance with Arizona Game and Fish Department's "Guidelines for Handling Sonoran Desert Tortoises Encountered on Development Projects", revised October 23, 2007 (or the latest revision). Taking, possession, or harassment of a desert tortoise is prohibited by State law, unless specifically authorized by Arizona Game and Fish Department.

(I) BURROWING OWLS MITIGATION – MIGRATORY BIRD TREATY ACT OF 1918 .

While no burrowing owls have been seen at the project site, small animal burrows likely used by rodents and cottontail rabbits are present. In the event that burrowing owls are found on the site, the project will comply with the Migratory Bird Treaty Act of 1918 and relocate the birds prior to grading. A contact for relocation of burrowing owls is Bob Fox or Greg Clark of Wild at Heart, 31840 North 45<sup>th</sup> Street, Cave Creek, AZ 85331, 480-595-5047.

13. **107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**, Add the following to **Subsection 107.2, PERMITS**:

A. **HAUL PERMIT**

On any project, when the quantity of fill or excavation to be hauled exceeds 10,000 C.Y. or when the duration of the haul is for more than twenty (20) working days, the Contractor will:

1. Obtain approval of the proposed haul route, number of trucks, etc., by the Street Transportation Department, and then;
2. Submit the proposed haul route plan to the Planning and Development Department and pay the appropriate plan-review fee (contact Planning and Development Department at 602-534-5933 for current plan review fee, the cost of which will be considered incidental to the project), and after their approval;
3. Obtain the written haul permit from the Planning and Development Department.

**NOTE:** Obtaining the haul permit and the approval by Street Transportation does not release the Contractor from strict compliance with MAG Subsection 108.5, Limitation of Operations.

B. **STORM WATER POLLUTION PREVENTION PLAN AND AZPDES PERMIT**

Any project that disturbs one acre or more of the ground surface requires the Contractor to obtain an

AZPDES permit and prepare a SWPPP. This project does require an AZPDES permit and SWPPP.

**C. DUST PERMIT**

Any project that disturbs more than 1/10 acre of soil requires an earthmoving permit from Maricopa County. Information and forms can be found at:

[www.maricopa.gov/aq/divisions/permit\\_engineering/applications/Default.aspx](http://www.maricopa.gov/aq/divisions/permit_engineering/applications/Default.aspx)

To facilitate and encourage strict compliance with the Maricopa County Air Pollution Control Regulations pertaining to fugitive dust control, the Contractor will submit the following documentation to the Engineer at the Pre-Construction meeting prior to conducting any earth moving or dust generating activities under the Contract.

- a. Copy of a valid Maricopa County Earth Moving (Dust Control) Permit applicable to the work or services under the Contract.
- b. Copy of the Dust Control Plan applicable to the work or services under the Contract.
- c. Documentation that all of the Contractor's on-site project managers have received the Comprehensive or Basic dust control training as required by Maricopa County Rule 310 based on project disturbed acres.

For construction sites where 5-acres or more are disturbed, the Contractor will designate and identify to the City an individual who has completed the dust control training as required for the site Dust Control Coordinator. The Dust Control Coordinator will be present on-site all times that earth moving or dust generating activities are occurring and until all ground surfaces at the site have been stabilized.

For construction sites less than 1-acre, the Contractor will designate an individual who has completed Basic Training to be on site at all times that earth moving or dust generating activities are occurring.

The Contractor will notify the Engineer within twenty-four (24) hours of any inspection, Notice of Violation, or other contact by the Maricopa County Air Quality Department with it or any of its subcontractors regarding the work or services under the Contract. A copy of any written communications, notices or citations issued to Contractor or any of its subcontractors regarding the work or services under the Contract will likewise be transmitted to the Engineer within twenty-four (24) hours.

The Contractor will prevent any dust nuisance due to construction operations in accordance with MAG Specifications, Section 104.1.3, Cleanup and Dust Control. The Contractor will use a power pick-up broom as part of the dust control effort. No separate measurement or payment will be made for cleanup or dust control, or for providing a power pick-up broom on the job.

The Contractor agrees to indemnify and reimburse the City for any fine, penalty, fee or monetary sanction imposed on the City by Maricopa County arising out of, or caused by the performance of work or services under the Contract. The Contractor will remit payment of the reimbursable sum to the City within thirty (30) days of being presented with a demand for payment from the City.

**D. TEMPORARY RESTRICTION AND CLOSURE SYSTEM (TRACS) PERMIT**

The Contractor will obtain a TRACS permit for any construction that restricts access (partial or complete closures) on Major/Collector public streets, or complete closures on Local streets, sidewalks, bike lanes and alleys. The Contractor will obtain this permit in accordance with the City of Phoenix Traffic Barricade Manual, latest edition. The Contractor will follow all requirements of the TRACS permit during construction. The Contractor will obtain this permit before the Notice to Proceed date. Any construction delays caused by non-compliance with the TRACS permit or the City of Phoenix Traffic Barricade Manual requirements will be the responsibility of the Contractor.

14. **107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**, Revise the title of **Subsection 107.4 ARCHAEOLOGICAL REPORTS** to **107.4 ARCHAEOLOGICAL MONITORING AND DISCOVERIES**, and add the following:

Archaeological monitoring may be required within the limits of the project during construction. The Contractor must coordinate all ground disturbing work with the archaeologist(s) and provide a current work schedule to facilitate the archaeologist's investigation and monitoring of all ground disturbing work within the area(s) of interest. When archaeological materials are discovered, the Contractor must stop work immediately within a 10-meter zone of the discovery, secure the area, and immediately notify the on-site archaeologist(s) who must then contact the City Archaeology Office (602-495-0901) or the Street Transportation Environmental Section at 602-534-3747, who will coordinate with the City Archaeology Office. The Contractor must not recommence work in the area of discovery until directed in writing by the City Archaeology Office.

If suspected archaeological materials are discovered during construction without an archaeologist present, the Contractor must stop work immediately within a 10-meter zone of the discovery, secure the area, and immediately notify the City Archaeology Office (602-495-0901). The Contractor must not recommence work in the area of discovery until directed in writing by the City Archaeology Office.

In 1990, the Arizona legislature amended two state laws (Arizona Antiquities Act & State Historic Preservation Act) that protect human burials and associated artifacts on both private and state land. As specified in these laws and rephrased below:

1) A person shall not knowingly excavate in or upon any historic or prehistoric archaeological site, except when acting as a duly authorized agent of an institution or corporation organized for scientific, research or land use planning purposes. [Arizona Revised Statute §41-841(A) - Archaeological Discoveries] Any person, institution or corporation violating any provision of this article is guilty of a class 2 misdemeanor. [A.R.S. §41-846 - Violation]

2) A person who knowingly excavates in violation of A.R.S. §41-841 is guilty of a class 5 felony pursuant to Arizona Criminal Code- Title 13. A second or subsequent violation under this subsection is a class 3 felony. [A.R.S. 17 .OJ - Excavating Certain Sites].

A class 5 felony carries potential penalties of up to two years in prison. If a City of Phoenix (City) project may impact historic or pre-historic archaeological resources, the guidelines described above must be adhered to. Therefore, no subsurface disturbance activities related to this without having an archaeological consultant on-site prior to and during this project's ground disturbance activities.

The City of Phoenix Office of the City Engineer is requesting that the Project Archaeological Requirements Acknowledgment Form is completed for all City sponsored or managed projects involving ground subsurface disturbance activities in areas that may include archaeological resources, as determined by the City of Phoenix Archaeology Office (CAO). If archaeological monitoring is required on a project, a City Archaeological Monitoring Acknowledgment form will be provided for your review and signature. The guidelines and the provisions in the Terms and Conditions of the Archaeological Monitoring Form must be followed as prescribed

on the form and referenced above in this section. Penalties for non-compliance are detailed on the Archaeological Monitoring Form. Failure to comply with the requirements of this acknowledgment form and the City contract may constitute a breach of contract.

15. **107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC, Modify Subsection 107.8, USE OF EXPLOSIVES** as follows:

Replace the words "Uniform Fire Code" with "Phoenix Fire Code".

16. **107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC,** Add the following to **Subsection 107.8, USE OF EXPLOSIVES:**

**NO BLASTING** will be allowed on this project.

17. **107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC,** Add the following to **Subsection 107.11, CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:**

A. **UNDERGROUND FACILITIES**

The Contractor will make whatever investigation it deems necessary to verify the location of underground utility facilities. If such facilities are not in the location shown in the drawings, then (regardless of whether this is discovered prior to or during construction) the contractor's remedies, if any, pursuant to Art. 6.3, Chapter 2, Title 40, A.R.S. (A.R.S. 40-360.21 through 40-360.32, "Underground Facilities"), will be the contractor's sole remedy for extra work, delays and disruption of the job, or any other claim based on the location of utility facilities. Locations of utility facilities shown on drawings furnished by the City are to be regarded as preliminary information only, subject to further investigation by the contractor. The City does not warrant the accuracy of these locations, and the contractor, by entering into this contract, expressly waives and disclaims any claim or action against the City under any theory for damages resulting from location of utility facilities.

The Contractor will be responsible for obtaining all Blue Stake utility location information, and for performing all requirements as prescribed in A.R.S. 40-360.21 through .29, for all underground facilities, including those that have been installed on the current project, until the project is accepted by the City.

At least two (2) working days prior to commencing any excavation, the Contractor will call the BLUE STAKE CENTER, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities. The number to be called is as follows:

Maricopa County (602) 263-1100

B. **UTILITY-RELATED CONSTRUCTION DELAY DAMAGES CLAIM PROCEDURES**

The following procedure is intended to provide a fair and impartial process for the settlement of construction delay claims associated with unknown or improperly located utility facilities.

The Contractor will immediately notify, in writing, the Project Engineer of any potential utility-related delay claim.

The Contractor will immediately notify the appropriate liaison of the affected utility verbally, followed by a written notification.

The Contractor will coordinate an investigation of the situation with the affected utility and the City's Utility Coordinator. After resolution, the Contractor will provide written notification of the settlement of the claim to all affected parties. If the affected utility makes a decision to handle negotiations for a claim, their personnel will be responsible for monitoring the project and all negotiations with the Contractor regarding the claim.

The Contractor will determine to document requirements of the affected utility for their acceptance of responsibility for the claims. The Contractor will provide four (4) copies of the required documentation to the utility involved and two (2) copies of this documentation to the Project Engineer. The Contractor will obtain written confirmation from the utility company involved of their documentation requirements.

18. **108 COMMENCEMENT, PROSECUTION AND PROGRESS** Add the following to **Subsection 108.2, SUBLETTING OF CONTRACT:**

**(F) PROMPT PAYMENT**

**1. Contractor Payment to Subcontractor or Supplier**

Contractor will pay its subcontractors or suppliers within seven (7) calendar days of receipt of each progress payment from the City. The Contractor will pay for the amount of work performed or materials supplied by each subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Contractor will result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. Contractor will pay subcontractors or suppliers the reduced retention within fourteen (14) days of the payment of the reduction of the retention to the Contractor. No Contract between Contractor and its subcontractors and suppliers may materially alter the rights of any subcontractor or supplier to receive prompt payment and retention reduction as provided herein. If the Contractor fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Contractor agrees that the City may take such actions: (1) to hold the Contractor in default under this agreement; (2) withhold future payments including retention until proper payment has been made to subcontractors or suppliers in accordance with these provisions; (3) reject all future bids from the Contractor for a period not to exceed one year from substantial completion date of this project; or (4) terminate agreement.

**2. Alternative Dispute Resolution Between Contractor and Subcontractor or Supplier**

If Contractor's payment to a subcontractor or supplier is in dispute, Contractor and subcontractor or supplier agree to submit the dispute to any one of the following dispute resolution processes within fourteen (14) calendar days from the date that any party involved gives written notice to the other party(ies): (1) binding arbitration; (2) a form of alternative dispute resolution (ADR) agreeable to all parties; or (3) a City of Phoenix facilitated mediation. When disputed claim is resolved through ADR or otherwise, the Contractor and subcontractor or supplier agree to implement the resolution within seven (7) calendar days from the resolution date.

**3. Inspection and Audit**

Contractor, its subcontractors and suppliers will comply with A.R.S. 35-214 and the City will have all rights and remedies to inspect and audit the records and files of Contractor, subcontractor or supplier, as afforded the State of Arizona in accordance with the provisions of A.R.S. Section 35-214.

**4. Non-Waiver**

Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay will not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

5. **Inclusion of provisions in Subcontracts**

Contractor will include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

6. **No Third Party Benefits or Rights**

Nothing contained in this Agreement is intended to benefit or confer any rights on any person or entity not a party to this Agreement, and no such person or entity, including but not limited to other Contractors, subcontractors or suppliers, may assert any claim, cause of action, or remedy against the City hereunder.

19. **108 COMMENCEMENT, PROSECUTION AND PROGRESS**, Add the following to **Subsection 108.4, CONTRACTOR'S CONSTRUCTION SCHEDULE**:

No later than one (1) week after the Pre-Construction meeting (or one week after the Notice to Proceed date is firmly established), the Contractor will submit to the Engineer, two (2) copies of a detailed Critical Path Model (CPM) chart outlining the detailed progress of all major and critical elements of the project by weeks, from beginning of project to end. The chart will begin at the established Notice to Proceed date and progress on a calendar basis, week by week, to the end of the project.

The Contractor will submit updated CPM charts as required by the Engineer. This will typically be on a monthly basis. The required submittals of updated CPM charts may be less frequent than monthly, if approved by the Engineer.

Neither the City nor the Engineer will accept liability or responsibility for the reasonable or workable nature of the CPM schedules prepared and submitted by the Contractor—that responsibility will remain with the Contractor.

20. **108 COMMENCEMENT, PROSECUTION AND PROGRESS**, Add the following to **Subsection 108.5, LIMITATION OF OPERATIONS**:

A. **WORK HOURS**

Regular working hours will be defined as one 8-1/2 hour shift per day, Monday through Friday, exclusive of City holidays.

21. **108 COMMENCEMENT, PROSECUTION AND PROGRESS**, Add the following to **Subsection 108.10, FORFEITURE AND DEFAULT OF CONTRACT**:

**City's Right to Perform and Terminate for Cause**

If the City provides the Contractor with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the Contractor fails to comply in a time frame specified, the City may have work accomplished by other sources at the Contractor's expense.



If Contractor persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Sub-consultants and/or Subcontractors, (v) prosecute the Contract Services with promptness and diligence to ensure that the Contract Services are completed by the Contract Time, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then the City, in addition to any other rights and remedies provided in the Contract Documents or by law, will have the rights set forth below.

Upon the occurrence of an event set forth above, City may provide written notice to Contractor that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Contractor's receipt of such notice.

If Contractor fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to Contractor of its intent to terminate within an additional seven (7) day period.

If Contractor, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then the City may declare the Agreement terminated for default by providing written notice to Contractor of such declaration.

Upon declaring the Agreement terminated pursuant to the above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

In the event of such termination, Contractor will not be entitled to receive any further payments under the Contract Documents until the Work will be finally completed in accordance with the Contract Documents. At such time, the Contractor will only be entitled to be paid for Work performed and accepted by the City prior to its default.

If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor will be obligated to pay the difference to City. Such costs and expense will include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by the City in connection with the re-procurement and defense of claims arising from Contractor's default.

22. **108 COMMENCEMENT, PROSECUTION AND PROGRESS**, Add the following to **Subsection 108.11, TERMINATION OF CONTRACT:**

**TERMINATION FOR CONVENIENCE**

The Owner for its own convenience has the right for any reason and at any time to terminate the contract and require the Contractor to cease work hereunder. Such termination will be effective at the time and in the manner specified in the notification to the Contractor of the termination. Such termination will be without prejudice to any claims which the Owner may have against the Contractor. In the event of a termination for convenience, the Contractor will be paid only the direct value of its completed work and materials supplied as of the date of termination, and Contractor will not be entitled to anticipated profit or anticipated overhead or any other claimed damages from the Owner, Architect or the Engineer.

If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

## CANCELLATION OF CONTRACT FOR CONFLICT OF INTEREST

All parties hereto acknowledge that this agreement is subject to cancellation by the City of Phoenix pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

23. **109 MEASUREMENTS AND PAYMENTS**, Add the following to **Subsection 109.4.3, DUE TO EXTRA WORK**:

### ALLOWANCE FOR EXTRA WORK

Contract allowance items are provided for the purpose of encumbering funds to cover the costs of possible change order work. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders will incorporate the amount pre-entered in the bid proposal and will reflect the same in the total amount bid for this project.

This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. Unforeseen extra work, if any, will be as approved by the Engineer.

24. **109 MEASUREMENTS AND PAYMENTS**, Add the following to **Subsection 109.4 COMPENSATION FOR ALTERATION OF WORK**:

### 109.4.7 CHANGE ORDERS

Owner reserves the right to decrease adjustments made in any change order if, upon audit of Contractor's records, the audit discloses contractor provided false or inaccurate cost and pricing data in negotiating the change order. In enforcing this provision, the parties will follow the procedure provided in the Federal Acquisition Regulation (FAR) clause 52.214-27, found in 48 CFR Part 52.

25. **109 MEASUREMENTS AND PAYMENTS Subsection 109.7, PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS**, Delete the first three paragraphs in their entirety and replace with the following **Subsection 109.7, PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS**:

#### A. PARTIAL PAYMENTS

The contracting agency will make a partial payment to the Contractor on the basis of work completed and accepted through the preceding month. The notice to proceed date, which is designated for the specific project involved, will be used as the closing date of each partial pay period. Payment will be made no later than fourteen (14) days after the work is certified and approved. City will review payment requests and make recommendation of approval or denial within seven calendar days.

#### B. PAYMENT RETENTION

At the start of construction, ten percent of all pay requests will be retained by the City to guarantee complete performance of the contract. When the work is fifty percent complete, this amount may be reduced to five percent providing that construction progress and quality of work is acceptable to the City. Any funds which are withheld from the contractor will be paid no later than sixty days after completion of the contract and settlement of all claims.

In lieu of retention, the contractor may provide as a substitute, an assignment of money market

accounts, demand deposit accounts, or time certificates of deposit (CDs) from a bank licensed by Arizona, securities guaranteed by the United States, securities of the United States, the State of Arizona, Arizona counties, Arizona municipalities, Arizona school districts, or shares of savings and loan institutions authorized to transact business in Arizona. These securities are referred to as "Qualified Securities."

Qualified Securities deposited in lieu of retention must be deposited into a separate account with a bank having a branch located in the City of Phoenix and be assigned exclusively for the benefit of the City of Phoenix pursuant to the City's form of escrow and/or deposit agreement.

Escrow Agreement and Deposit Agreement forms may be obtained from the Contract Specialist assigned to the project.

26. **110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION** Add the following to **Subsection 110.1 GENERAL:**

#### **SOILS INFORMATION**

The material boring logs shown on the plans or included in these specifications are included for the Contractor's convenience only. It is not intended to imply that the character of materials shown in the logs is representative throughout the project. **The soil borings are indicative of the soil characteristics only at the location and to the depth of each of the borings.**

Even if not specifically shown in the geotechnical information provided, the Contractor may encounter large cobbles, boulders, caliche, conglomerate, hard rock, perched groundwater, historic or prehistoric cultural resources, or other differing site conditions on this project. **No additional compensation will be made for any differing site condition that may be encountered.**



**City of Phoenix**  
STREET TRANSPORTATION DEPARTMENT

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## **Western Burrowing Owl**

*(Athene cunicularia)*

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The purpose of this flyer is to provide City of Phoenix employees and contractors working on City projects with basic knowledge to reduce the risk of impacting western burrowing owls.

### **Legal Status:**

The western burrowing owl is protected under the Migratory Bird Treaty Act of 1918, as amended. All migratory birds and their parts (including eggs, feathers, and nests) are fully protected. They are also protected under Arizona State Law, Title 17-101, Title 17-235, and Title 17-236.

### **Species Description:**

- Small, ground-dwelling owl (mass of approx. 5 oz.)
- Length: 7.6-9.9 inches, with long legs
- Wingspan: approx. 23 inches
- Round head, lacks ear tufts
- Distinct oval facial ruff, framed by a broad, puffy white eyebrow
- Bright yellow iris

### **Where are they found?**

- Dry, open, short grass, treeless plains
- Human dominated landscapes such as:
  - Golf courses, airports
  - Agricultural fields, vacant lots
- Depends on other animals to construct burrows

### **Identifying an active burrow**

- Western burrowing owls use burrows constructed by ground squirrels, badgers, coyotes, tortoises, etc., or may use pipes, culverts, and ditches.
- They may “decorate” the entrance to a burrow with cow, horse, or dog manure, feathers, vegetation, and trash items
- An active burrow may (not always) have owl excrement (“whitewash”) and/or pellets near the entrance

### **How to avoid impacting western burrowing owls:**

- Scan ahead as you work
- ***If western burrowing owls or potentially active burrows observed, STOP WORK and MOVE at least 100 feet away from the owl or occupied burrow before resuming work***
  - Do not harass or “shoo” the owl away
- If the project cannot avoid or stay outside 100 feet of the owl or active burrow, call contact listed below

**Questions? Need to work within 100 feet of a western burrowing owl or active burrow?** Contact a City of Phoenix Street Transportation Department Environmental Quality Specialist:

Andrea Love 602-495-6718 or via e-mail at <andrea.love@phoenix.gov>

James Marshall 602-534-3747 or via e-mail at <james.marshall@phoenix.gov>

Sources: Arizona Department of Transportation Environmental Planning Group Western Burrowing Owl Awareness Flyer  
Arizona Game and Fish Department Animal Abstract: Western Burrowing Owl. Heritage Data Management System

Updated December 8, 2022



Credit: DesertUSA.com/animals/cliff-swallow.html



**City of Phoenix**  
STREET TRANSPORTATION DEPARTMENT

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## **Migratory Bird Treaty Act**

*(Applies to many birds in Phoenix)*

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The purpose of this flyer is to provide City of Phoenix employees and contractors with basic knowledge to reduce the risk of impacting species protected by the Migratory Bird Treaty Act.

### **Migratory Bird Treaty Act (MBTA)**

Under the Migratory Bird Treaty Act of 1918, as amended, listed birds and their parts (including eggs, feathers, and nests) are fully protected. They are also protected under Arizona State Law, Title 17-101, Title 17-235, and Title 17-236. The MBTA states that it is illegal to:

- Pursue, hunt, take, capture, kill, possess, sell, purchase, barter, import, export, or transport any migratory bird, or any part, nest, or egg of any such bird.
  - 'Take' is defined as to "pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to pursue, hunt, shoot, wound, kill, trap, capture, or collect."

More information regarding the MBTA can be found at:

- <http://www.fws.gov/birds/policies-and-regulations/laws-legislations/migratory-bird-treaty-act.php>
- <https://www.fws.gov/laws/lawsdigest/migtrea.html>

### **Where/When are they active?**

- The nests of birds protected by the MBTA can be found in many places, including trees, shrubs, cacti, cattails, on the ground, in holes in the ground and on man-made structures including culverts, bridges, buildings, etc.
- The breeding cycle of most birds in Phoenix occurs between February 1 and August 31, although there are a few species that may nest outside that period. Some birds may be present year-round and others migrate, often during the late summer/early autumn period.

### **How to avoid impacting birds protected by the MBTA:**

- If your project might impact active bird nests/burrows, work with one of the contacts below during the design process to make appropriate arrangements before the project activity begins. Necessary actions may include active nest surveys, seasonal restrictions, or obtaining a project-specific relocation permit from the U.S. Fish and Wildlife Service.
- When actively working, be aware of your surroundings. If you see a nest that appears active (chirping, aggressive or distracting adult bird behavior, eggs present, etc.) **STOP WORK** within 30 feet of the area and call one of the contacts below.

**Questions? Work may impact birds protected by the MBTA?** Contact a City of Phoenix Street Transportation Department Environmental Quality Specialist:

Andrea Love 602-495-6718 or via e-mail at <andrea.love@phoenix.gov>

James Marshall 602-534-3747 or via e-mail at <james.marshall@phoenix.gov>

Updated December 8, 2022

## **CONSTRUCTION STORM WATER POLLUTION PREVENTION PLAN**

Add the following new Section, **233 STORM WATER POLLUTION PREVENTION PLAN SUBMITTAL PROCESS**

### **233.1 DESCRIPTION**

The Contractor will use the Arizona Department of Environmental Quality (ADEQ) Smart NOI program for all submittals located at this web address:

<https://az.gov/app/smarnoi/>

The location of this process may change and it is the responsibility of the Contractor to verify the correct web address. All fees are the responsibility of the Contractor. The Contractor will apply for a "Stormwater Construction General Permit" with the project type "MUNICIPAL/PUBLIC".

Before any construction on site begins, the Contractor will submit the Notice of Intent (NOI) and the SWPPP through the Smart NOI program as the sole permittee. The Contractor will not commence any construction activities until the ADEQ send a written Notice Of Intent assigning an AZCON number.

As required by ADEQ the Contractor will submit a Notice of Termination (NOT) through the Smart NOI program. The Contractor will receive final payment only after receiving a written Notice of Termination Acknowledgement from ADEQ.

#### **Projects Impacting Impaired Waters**

Projects that will have any construction taking place within ¼ mile of the Salt River between 23rd Avenue and the confluence of the Gila River will impact "Impaired Waters". These projects will require the Contractor to design, implement, and evaluate a Monitoring Plan for stormwater runoff from their construction activities. The Monitoring Plan must be site specific and will be submitted to ADEQ as an appendix to the SWPPP. ADEQ is the final authority in the approval of the monitoring plan. A copy of the SWPPP and the Monitoring Plan will be kept on-site at all times. Additional copies of the Monitoring Plan should be made available to all personnel who anticipate participating in stormwater monitoring activities. The Contractor will have a copy of the monitoring plan, approved SWPPP, NOI, and ADEQ Authorization to Discharge posted at the jobsite prior to ground disturbance.

#### **Subcontractors**

All subcontractors will comply with all AZPDES requirements under the supervision of the General Contractor, and will submit a completed, signed subcontractor certification form, thereby designating themselves as co-permittees.

### **233.2 SAMPLE SWPPP STRUCTURE**

The following is a sample outline of the City requirement for a SWPPP submittal modeled after the ADEQ Construction General Permit Checklist. It will be the Contractor's responsibility to meet all the ADEQ requirements for a SWPPP and retain a qualified consultant to complete the SWPPP, if necessary, at no additional cost to the City.

1 SITE DESCRIPTION

1.1 Project Name: **CONTRACTOR WILL FILL IN PROJECT NAME**

Project No(s): **CONTRACTOR WILL FILL IN PROJECT NUMBER**

1.2 Project Location: **CONTRACTOR WILL FILL IN FOR PROJECT SITE LOCATION**

1.3 Owner's Name:

City of Phoenix, City Engineer Office

1.4 Owner's Address:

200 West Washington Street, 5<sup>th</sup> Floor, Phoenix, Arizona 85003

1.5 Project Description: **CONTRACTOR WILL FILL IN PROJECT DESCRIPTION**

1.6 Runoff Coefficient and Soils Information:

A. Overall runoff coefficient of upstream drainage area will be unchanged by project.

B. Surface Soils Information: **(EXAMPLE ONLY, CONTRACTOR WILL FILL IN FOR PROJECT SITE LOCATION)**

| <u>SOIL UNIT</u> | <u>SOIL TYPE<br/>(USDA TEXTURE)</u> | <u>PERMEABILITY<br/>(IN./HR.)</u> |
|------------------|-------------------------------------|-----------------------------------|
| <u>Laveen</u>    | <u>Loam</u>                         | <u>0.6-2.0</u>                    |
| <u>Mohall</u>    | <u>Clay Loam</u>                    | <u>0.2-0.6</u>                    |
| <u>Tucson</u>    | <u>Clay Loam</u>                    | <u>0.2-0.6</u>                    |
| <u>Vecont</u>    | <u>Clay</u>                         | <u>0.06-0.2</u>                   |

1.7 Name of Receiving Water:

**EXAMPLE: SALT RIVER, CONTRACTOR WILL FILL FOR PROJECT SITE LOCATION**

2 CONTROLS

2.1 Erosion and Sediment Controls

2.1.a Stabilization Practices:

Stabilization practices on this site include:

- Permanent planting.

- Save selected existing trees.
- Decomposed granite
- **CONTRACTOR WILL ADD OR REMOVE STABILIZATION PRACTICES AS NECESSARY**

2.1.b Structural Practices:

May include:

- Temporary retention areas (subgrade excavation areas).
- Temporary catch basin inlet protection.
- Silt fence.
- Gravel filter berm.
- Temporary diversion dike.
- Straw bale barriers.
- Sandbag berm
- **CONTRACTOR WILL ADD OR REMOVE STABILIZATION PRACTICES AS NECESSARY**

2.1.c Narrative: Sequence of major activities.

**CONTRACTOR WILL COMPLETE NARRATIVE**

2.1.d Storm Water Management: **(CONTRACTOR WILL EDIT AS NECESSARY)**

Storm water drainage on will be provided by curb and gutter, catch basin inlets, and storm drains. No appreciable changes in runoff coefficients or in finished roadway grades will take place as a result of this project; therefore, no significant alterations of storm water drainage patterns or runoff quantities are expected.

During construction, storm water runoff will be managed by the following means, as conditions require:

- Temporary retention will be provided during roadway construction in areas excavated for subgrade.
- Silt fence, straw bales, sandbag berms, temporary diversion dikes, gravel filter berms or other BMP's as necessary to eliminate erosion may be used to prevent storm runoff from entering open storm drain pipes in excavated trenches. Temporary catch basin inlet protection may also be provided to remove sediment from drainage water before it enters the drainage system. Straw bale protection at outfall pipe locations may be employed during construction.

3 OTHER CONTROLS

3.1 Waste Disposal:

Waste Materials:

All waste materials including trash and construction debris from the site will be either disposed to a designated area immediately or collected and stored in securely-lidded metal dumpsters. The dumpsters will meet all local and State solid waste management regulations. The dumpsters will be emptied a minimum of once per week, or more often if necessary, and the trash will be hauled to an acceptable dump site. Lids will be closed at all times after work hours and during rain events. No construction waste materials will be buried on site. All personnel will be instructed regarding the correct procedures for waste disposal. Notices stating these practices will be posted on site, and the site superintendent who manages the day-to-day site operations, will be responsible for seeing that these procedures are followed.



## ENTER PHONE NUMBER AND NAME OF SITE SUPERINTENDENT

Concrete washout will only be allowed in designated areas. The hardened waste will be disposed of weekly and before final inspection of the project.

Hazardous Waste:

All hazardous waste materials will be disposed of in the manner specified by local or State regulations or by the manufacturer. Site personnel will be instructed in these practices, and the site superintendent who manages day-to-day site operations, will be responsible for seeing that these practices are followed.

Sanitary Waste:

All sanitary sewage generated on-site will be collected from the portable units a minimum of twice per week or as required by local regulations. Units will have a berm placed around them to ensure no spillage can occur.

### 3.2 Off-Site Vehicle Tracking:

Traffic will be maintained on paved roadway throughout construction in order to reduce vehicle tracking of sediments. The paved street beyond the start and end of the project will be swept as often as necessary to remove any excess mud, dirt, or rock that may be tracked from the site by construction vehicles, but not less than once per week. Dump trucks hauling material to or from the construction site will be covered with tarpaulin before leaving the site.

## 4 DEMONSTRATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The following Federal, State, and City regulations are followed in the preparation of this storm water pollution prevention plan:

- Section 402(p) of the Clean Water Act.
- Amended Section 405 of the Water Quality Act.
- "ADEQ Arizona Pollutant Discharge Elimination System General Permit for Discharge from Construction Activities to Waters of the United States, Permit AZG-2008-001."
- Flood Control District of Maricopa County "Drainage Design Manual for Maricopa County, Arizona, Volume III, Erosion Control."
- City of Phoenix Code 32C, "Storm Water Quality Protection."
- City of Phoenix "Grading and Drainage Ordinance for Purpose of Fulfilling NPDES Requirements."

## 5 MAINTENANCE/INSPECTION PROCEDURES

### 5.1 Erosion and Sediment Control Practices:

The following is a list of erosion and sediment controls to be used during the construction period:

#### 5.1.a Stabilization practices for this site include:

- Permanent planting.

- Save selected existing trees.
- Decomposed granite.
- **CONTRACTOR TO ADD/DELETE AS NECESSARY**

5.1.b Structural practices for this site will include:

- Silt fence/straw bale barriers.
- Temporary diversion dike/gravel filter berm.
- Sandbag berm.
- Storm drain, curb and gutter, catch basins.
- Temporary catch basin inlet protection.
- Temporary retention in subgrade excavation areas.
- **CONTRACTOR TO ADD/DELETE AS NECESSARY**

5.2 Erosion and Sediment Control Maintenance and Inspection Practice:

Following is a list of the inspection and maintenance practices that will be used to maintain erosion and sediment control:

- All control measures will be inspected at least once every 7 days and within 24 hours after each rain event of 0.1 inch or greater.
- All measures will be maintained in good working order; if repair is necessary, it will be initiated within 24 hours of report. All changes will be completed within 14 days after an observation.
- Built-up sediment will be removed from silt fence when it has reduced the design capacity by 50%.
- Erosion control fabric and erosion control dikes will be inspected and any breaches promptly repaired.
- Permanent planting will be inspected for washout and healthy growth per specification requirements.
- A Compliance Evaluation Report will be made at each inspection to ensure all BMP's are functioning correctly.
- The site superintendent will be responsible for inspection, maintenance, and repair activities, and filling out the Compliance Evaluation Report.
- Personnel selected for inspection and maintenance responsibility will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used on-site in good working order.
- Only one side of roadways will be excavated for subgrade preparation at a time. This area will serve as temporary retention while traffic is maintained on the paved other half of the road. This will serve to control storm water and minimize tracking of sediments.

## 6 INVENTORY FOR POLLUTION PREVENTION PLAN (CONTRACTOR TO EDIT AS NECESSARY)

The materials or substances listed below are expected to be present on-site during construction:

- |                            |                              |
|----------------------------|------------------------------|
| • Concrete                 | • Wood                       |
| • Asphaltic Concrete       | • Paints                     |
| • Fertilizers              | • Herbicide/Pesticide        |
| • Petroleum-Based Products | • Soil Treatment Products    |
| • Cleaning Solvents/Agents | • Other Building Materials   |
| • Sealants                 | • Water Used in Dust Control |

6.1 Spill Prevention

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff:

6.1.a Good Housekeeping:

The following good housekeeping practices will be followed on-site during the construction period:

- An effort will be made to store only enough product required to do the immediate job.
- All materials stored on-site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under proper cover and palletized.
- Liquid products will be placed on secondary containment pallets.
- Fuel tanks will be double walled.
- Drip pans will be used under all spigots unless on secondary containment.
- Products will be kept in their original containers with the original manufacturers' label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure proper use and disposal of materials.
- Concrete washout will only be allowed in designated areas. The hardened waste will be disposed of weekly and before final inspection of the project.

6.1.b Hazardous Products:

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data sheets will be retained.
- If surplus product must be disposed of, manufacturers', or local and State recommended methods for proper disposal will be followed.
- Products will be monitored, an inventory will be conducted regularly, and documentation of all use and disposal will be maintained.

6.2 Product Specific Practices:

The following product specific practices will be followed on-site:

6.2.a Petroleum Products:

All on-site vehicles will be monitored for leaks and receive regular preventative maintenance to reduce any chance of leakage. Petroleum products will be stored in tightly-sealed containers which are clearly labeled. Any petroleum substances used on-site will be applied according to the manufacturer's recommendations. Spills and leaks from vehicles will be stopped immediately. Any leaking vehicle will have a drip pan placed under the leak until the unit is repaired. Secondary containment will be provided for all petroleum products stored onsite.

6.2.b Fertilizers, Herbicide, Pesticide, Soil Treatment:

All materials used will be applied only in the minimum amounts recommended by the manufacturer or as per specification. Once applied, materials will be worked into the soil to limit exposure to storm water.

On-site storage will be covered and palletized to limit contact with storm water. The contents of any partially-used bags or containers will be transferred to a sealable plastic bin to avoid spills.

6.2.c Paints:

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm drain system or on the ground, but will be properly disposed of according to manufacturers' instructions or State and local regulations.

6.2.d Concrete Trucks:

Concrete trucks will not be allowed to wash out or discharge surplus concrete or dump wash water other than in a designated wash-out area. The hardened waste will be disposed of weekly and before final inspection of the project.

6.3 Spill Prevention Practices:

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area on-site. Equipment and materials will include, but not be limited to, brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically designed for this purpose.
- All spills will be cleaned up immediately after discovery using dry cleanup methods.
- The spill area will be kept well-ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size—ADEQ Hotline: (602) 771-4505; City of Phoenix Hazardous Spills Emergency: 911; City of Phoenix Hazardous Spills Safety Section: (602) 262-7555.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from recurring and procedures to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The site superintendent will be responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator. He will designate other site personnel who will receive spill prevention and cleanup training.

6.4 Documentation:

Documentation of all inspections, failed BMP's, corrective action and training will be maintained onsite with the SWPPP at all times during the project, and will be maintained for not less than three (3) years after the project is complete.

## **OTHER REQUIRED CERTIFICATIONS**

The Contractor will complete and submit the following certification forms to the City before construction begins:

- Permittee Certification
- Contractor Certification
- Subcontractor Certification (for all Subcontractors as necessary)
- Operator's Compliance Evaluation Report

**PERMITTEE'S CERTIFICATION**

As Contractor of the **FD57100031 FIRE STATION 15 – GO BOND** project, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
**Company**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## CONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and condition of the General Arizona Pollutant Discharge Elimination System (AZPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site identified as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the subcontractors signing such certifications, to the general (AZPDES) Permit for the storm water discharges associated with construction activities of the **FD57100031 FIRE STATION 15 – GO BOND** project. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under the AZPDES Permit and the terms of the AZPDES Permit.

\_\_\_\_\_  
**General Contractor and Responsibility**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**SUBCONTRACTOR'S CERTIFICATION**

I certify under penalty of law that I understand the terms and conditions of the General Arizona Pollutant Discharge Elimination System (AZPDES) Permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the general AZPDES permit for the storm water discharges associated with construction activities of the **FD57100031 FIRE STATION 15 – GO BOND** project. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under the AZPDES permit and the terms of the AZPDES permit.

Authorized Representative of Subcontractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For (Subcontractor Name): \_\_\_\_\_

Construction Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Verification of Completion and Acceptance of Subcontractor's Work**

All work to be performed by \_\_\_\_\_ (Subcontractor) as part of the **FD57100031 FIRE STATION 15 – GO BOND** (Project) has been completed and accepted. Execution of this form absolves said subcontractor from liability for AZPDES violations which may occur subsequent to this date as a result of activities of the general contractor or other subcontractors.

Authorized Representative of Subcontractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For (Subcontractor Name): \_\_\_\_\_

Verified by (General Contractor): \_\_\_\_\_

Authorized Representative of General Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# AZG-2008-001 General Permit for Construction Activities

## Operator's Compliance Evaluation Report

This project requires inspection of storm water pollution controls (BMPs) on a choice of frequency described in the General Permit, Part IV. H. Attach sheets if more space is needed.

Project: FD57100031 FIRE STATION 15 – GO BOND Date: \_\_\_\_\_

Name & Title of Inspector: \_\_\_\_\_

Qualifications of Inspector:  Attached; or  Shown in Sec. \_\_\_\_\_ of the SWPPP.

Periodic Inspection; or  Rain Event inspection

Relevant weather information: \_\_\_\_\_

1. Location(s) of discharge from the site:  None; or  Description: \_\_\_\_\_

---

2. Location(s) of and identification of BMPs that need to be maintained; failed to operate or proved to be inadequate:  
 None; or  Description: \_\_\_\_\_

---

3. Location(s) where additional BMPs are needed:  None; or  Description: \_\_\_\_\_

---

4. Corrective actions required, including changes and target dates:  None; or  Description: \_\_\_\_\_

---

5. Identify all sources of non-storm water and the associated pollution control measures:  None; or   
Description: \_\_\_\_\_

---

6. Identify material storage areas and evidence of, or potential for pollutant discharge from these areas:  None; or  
 Description: \_\_\_\_\_

---

7. Identify any other apparent incidents of non-compliance:  None; or  Description: \_\_\_\_\_

\_\_\_\_\_

---

8. If no incidents of non-compliance are identified in items 1 through 7 above, the inspector certifies that the construction project is being operated in compliance with the SWPPP and the General Permit.

*I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Certifying Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**BID PROPOSAL**  
**CITY OF PHOENIX, ARIZONA**  
**OFFICE OF THE CITY ENGINEER**  
**PROJECT TITLE: FIRE STATION 15 – GO BOND**  
**PROJECT NO.: FD57100031**  
**BOND ISSUE**

PROPOSAL to the City Engineer of the City of Phoenix.

In compliance with the Advertisement for Bids, by the City Engineer, the undersigned bidder:

---

(Print or Type Contractor Name)

Having examined the contract documents, site of work and being familiar with the conditions to be met, hereby submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the contract documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project will be in accordance with all applicable Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Uniform Standard Details, latest revision and the City of Phoenix Supplements, latest revision to the MAG Uniform Standard Specifications and Details, except as otherwise required by the project plans and specifications.

No proposal may be withdrawn for a period of 50 days after opening without consent of the Contracting Agency through the body or agent duly authorized to accept or reject the proposal except in the case of federally-assisted projects.

Understands that his proposal will be submitted with a proposal guarantee of certified check, cashier's check or surety bond for an amount not less than ten (10) percent of the amount bid, as referenced in the Call for Bids.

Agrees that upon receipt of Notice of Award, from the City of Phoenix, he will execute the contract documents within 10 calendar days.

**Work will be completed within 395 calendar days**, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary materials and/or equipment and approvals.

The bidder will acknowledge all addenda in writing. By writing the addendum number(s) below, the bidder agrees that this proposal is computed with consideration of the specification book(s) plus any addenda.

| <u>ADDENDUM NO.</u> | <u>DATE</u> | <u>ADDENDUM NO.</u> | <u>DATE</u> |
|---------------------|-------------|---------------------|-------------|
| _____               | _____       | _____               | _____       |
| _____               | _____       | _____               | _____       |

**FIRE DEPARTMENT  
FIRE STATION 15 – GO BOND  
BID PROPOSAL**

| ITEM NO.   | DESCRIPTION                           | UNIT | QUANTITY | UNIT PRICE   | TOTAL        |
|--|---------------------------------------|------|----------|--------------|--------------|
| 1  | Building Construction                 | LS   | 1        |              |              |
| 2  | On-site Improvements                  | LS   | 1        |              |              |
| 3  | Off-site Improvements                 | LS   | 1        |              |              |
| 4  | Allowance 1: Unforeseen Circumstances | LS   | 1        | \$150,000.00 | \$150,000.00 |
| 5  | Allowance 2: FFE & Owner Allowance    | LS   | 1        | \$750,000.00 | \$750,000.00 |
| <b>TOTAL BASE BID (ITEMS 1 THROUGH 5 - INCLUSIVE)</b>  |                                       |      |          |              |              |
| _____ & _____/100 DOLLARS  |                                       |      |          |              |              |
| WRITTEN WORDS  |                                       |      |          |              |              |
| Prepared By:<br><br>_____<br>Signature<br><br>_____<br>Name<br><br>_____<br>Position/Title<br><br>_____<br>Firm Name |                                       |      |          |              |              |

PROPOSAL SUBMITTAL

PROJECT TITLE: FIRE STATION 15 – GO  
BOND  
PROJECT NO.: FD57100031

THIS PROPOSAL IS SUBMITTED BY \_\_\_\_\_

a corporation organized under the laws of the State of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

a joint venture consisting of \_\_\_\_\_

or individual trading as \_\_\_\_\_

of the City of \_\_\_\_\_

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_ VENDOR NO. \_\_\_\_\_

BY \_\_\_\_\_

Officer and Title (signature)

\_\_\_\_\_  
Officer and Title (print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
WITNESS: If Contractor is an individual  
(signature)

\_\_\_\_\_  
ATTEST: If Contractor is Corporation or Partnership  
(signature and title)

**SURETY BOND**

**City of Phoenix Project No.: FD57100031**

That we, \_\_\_\_\_, as Principal, (hereinafter called the Principal) and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, (hereinafter called the Surety) are held and firmly bound unto the City of Phoenix as Obligee, in the sum of ten (10) percent of the total amount of the bid of Principal, submitted by him to the City of Phoenix for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. #34-201.

**WHEREAS**, the said Principal is herewith submitting its proposal for **FD57100031 FIRE STATION 15 – GO BOND**

**NOW, THEREFORE**, if the City of Phoenix will accept the proposal of the Principal and the Principal will enter into a contract with the City of Phoenix in accordance with the terms of such proposal and give such Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such Bonds and Certificates of Insurance, if the Principal will pay to the City of Phoenix the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal, then this obligation will be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2025

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
WITNESS:

\_\_\_\_\_

**A.M. BEST RATING:**



## City of Phoenix

**To:** Jaime Garrido  
Project Manager  
Vertical Project Management, OCE

**Date:** 3/7/2025

**From:** Tiana Madrid *TM*  
SBE Goal Setting Committee

**Subject:** SBE GOALS FOR NEW FIRE STATION #15  
PROJECT: FD57100031 (DBB)

A goal set meeting was not held for this project. Project FD57100020-4 Fire Station #74 was referenced to set this goal.

A Small Business Enterprise (SBE) goal of **13%** was established for the above referenced project in accordance with Chapter 18 of the City's Ordinance, A.R. 1.89.

The goal was derived from the current availability of certified SBE firm(s) in the following specified scope(s) of work:

- Concrete
- Flooring
- Roofing
- Site preparation, earthwork, excavation
- Surveying
- Masonry
- Pipeline
- Doors, frames, windows
- Plumbing
- Electrical
- HVAC
- Woods and plastics: millwork and finish carp

Only SBE subcontractors certified by the City of Phoenix under Chapter 18, Article VII of the Phoenix City Code are eligible to fulfill the participation goals as stated. A firm's certification must be current and in force at the date and time of the bid. The most current electronic listing of all certified firms can be accessed through the Internet at: [www.phoenix.diversitycompliance.com/](http://www.phoenix.diversitycompliance.com/)

If you have any questions or concerns regarding the goal for this project, please contact us at [Small.Business.Enterprise@Phoenix.Gov](mailto:Small.Business.Enterprise@Phoenix.Gov).

Thank you for your continued support of the City's SBE Program.

c: Eric J. Froberg, City Engineer  
Equal Opportunity Division Office  
Design and Construction Procurement Section Office



## City of Phoenix

### Small Business Enterprise Program GO

#### SBE – DESIGN BID BUILD (DBB) CONTRACT CLAUSE

PROJECT #: FD57100031

CONTRACT #:

#### PROJECT TITLE: FIRE STATION 15 - GO BOND

The City of Phoenix Small Business Enterprise Program (SBE) is managed and administered by the Equal Opportunity Department, Contract Compliance Division. Phoenix is one of the fastest growing, multicultural cities in the country and has shown a historical commitment to business diversity. The City strives to advance the economic growth of businesses through its Small Business Enterprise (SBE) Program.

Through a coordinated effort among several city departments, the SBE Program provides SBE certification, procurement opportunities, construction subcontracting utilization, small business management and technical assistance and educational services and networking opportunities.

The Small Business Enterprise (SBE) participation goal for this project is as follows:

**SBE Required Goal = 13%**

**An annual SBE subcontracting participation goal has been established under this Contract. The Prime Contractor is required to demonstrate good faith efforts to utilize certified SBE firms to achieve this goal during the life of this contract.**

For purposes of determining the Contractor's actual SBE utilization during and at the end of the project, the Contractor shall meet or exceed their **Proposed SBE Goal Percentage (as indicated on the Submitter's received SBE Utilization Form with their bid submittal)** for the contract, for ALL work performed on the project, including any amount paid for contingencies and allowances, and selected alternates. **The Proposed Goal shall meet/or exceed the Required Goal.**

For purposes of calculating the Contractor's "Proposed SBE Goal Percentage" on the Contractor's Statement of Proposed SBE Utilization form, bidders must not propose SBE subcontractors from areas identified on the bid form as contingencies and allowances or proposed alternates. Any SBE participation proposed from these areas will be not counted towards meeting the SBE goal requirement necessary for contract award.

The "Total Bid" shall be defined as the total of all the unit prices, or the lump sum total, including alternates and contingencies and allowances. The "Base Bid" shall be defined as the "Total Bid" minus "all proposed alternates" as determined by the project manager. Any additional dollars paid under this contract, including any selected alternate(s), shall be subject to the **Proposed SBE Goal Percentage** listed on the Contractor's Statement of Proposed SBE Utilization form.





## City of Phoenix

### Small Business Enterprise Program GO

#### SBE PROGRAM DEFINITIONS

**Broker, Packager, Manufacturers' Representative, or Jobber** means a firm that is not a manufacturer or regular dealer as defined herein.

**Commercially Useful Function (CUF)** means that a SBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A SBE must perform at least 75% of the total cost of its contract with its own work force in order to be determined to be performing a CUF on the contract.

**Contract** is a written agreement obligating the seller or business enterprise to furnish goods or services as submitted and the Purchaser or Buyer to pay for such goods or services.

**Contractor** is an individual, partnership, joint venture, corporation or firm that executes a contract with the City to perform services requested by a solicitation or procurement. The Contractor may be direct or through an authorized representative.

**Joint Venture (JV)** is an association between two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity. The JV is limited in scope and duration to this contract. The resources, assets and labor of the participants must be combined in an effort to accrue profit.

**Manufacturer** means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.

**Purchaser** for purposes of this contract means the City.

**Regular Dealer or Supplier** means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

**Small Business Enterprise (SBE)** means a small business that has been determined to meet the requirements for SBE certification with the City of Phoenix and whose certification is in force at the time of the award of business by the City. A directory of currently certified SBE firm is located at <https://phoenix.diversitycompliance.com>.

**Subcontract** a contract at any tier below the prime contract, including purchase orders.

**Subcontractor** is an individual, partnership, joint venture, corporation or firm that holds a contract at any tier below the prime contract, including purchase orders.

**Successful Submitter** is a Submitter who has been selected to perform services requested by a solicitation or procurement.



## City of Phoenix

### Small Business Enterprise Program GO

#### SECTION I. SBE CERTIFIED FIRMS

Only firms certified by the City of Phoenix under Chapter 18, Article VIII of the Phoenix city code are eligible to fulfill the participation goal stated above. A firm's ***certification must be in the trade areas listed on the proposed utilization form and current and in force at the date and time of the bid opening deadline.***

The most current electronic directory of all certified **SBE** firms can be accessed at:

<https://phoenix.diversitycompliance.com>

If you need to verify certification status, please contact the Equal Opportunity Department at (602) 262-6790 and identify yourself as a prime contractor bidding on this project. Prime contractors should verify that the certifications of the SBE firms are current prior to bid opening. ***If a firm's certification expires and is not renewed prior to the bid-opening deadline, that firm will be ineligible to satisfy the goal.***

#### SECTION II. SBE BID PROCEDURES

The bid envelope shall contain all information and documents related to the SBE requirements of this section. ***Failure to properly complete the "Contractor's Statement of Proposed SBE Utilization" and "Letter of Intent to Perform as a Subcontractor/Supplier" forms, or submit a fully documented waiver request as described below, will result in bid rejection.*** The required documentation includes:

1. **A Contractor's Statement of Proposed SBE Utilization** - The form shall document the name of each SBE firm that will be awarded a subcontract; services to be performed by each subcontractor; dollar amount to be paid for those services; and the total dollar amount that is being proposed in SBE participation.
2. **A Letter of Intent to Perform as a SBE Subcontractor/Supplier** (required for each SBE subcontractor/supplier proposed) The form shall be completed by the SBE firm that will be awarded the subcontract. The form documents services to be performed by the subcontractor/supplier and the total dollar amount of the subcontract that will be awarded to the SBE. Only the services performed in the area(s) described by the SBE's certification description can be counted towards the SBE goal requirement.

The bidder's proposed utilization of SBE firms to fulfill the participation goal must be submitted on the "Contractor's Statement of Proposed SBE Utilization" form included in the specification packet. Additionally, each of the **SBE** subcontractors/suppliers the bidder is proposing to use to meet the goal requirement on this contract must complete the "Letter of Intent to Perform as an SBE Subcontractor/Supplier" (LOI) form. Both forms must be completed and submitted as part of the bid packet by the bid-opening deadline.

**Failure to submit a completed "Contractor's Statement of Proposed SBE Utilization" and signed "Letter of Intent to Perform as an SBE Subcontractor/Supplier" form for each of the proposed SBE firms will result in a bidder being declared non-responsive** to the requirements of these specifications and the bid will not be considered. The forms must contain the following:

1. The Certified SBE firm name and the certified trade or services to be performed.
2. The dollar amount of the proposed subcontract to be awarded to each SBE firm.
3. The total dollar amount of all SBE proposed subcontracts.

In instances where an exact dollar amount to be subcontracted with a SBE firm cannot be determined, the bidder shall indicate on Columns 3 and 4 of Part B Section 1 of the "Letter of Intent To Perform as a SBE Subcontractor/Supplier" form the minimum guaranteed hours/units and dollar amount that will be paid to the SBE firm. This situation applies only when a Contractor proposes to utilize a SBE firm that engages in work



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### Small Business Enterprise Program GO

related to a broker, supplier or; a bid that is based on a per hour charge as in hauling/trucking or construction site security. Please note that this exception does not permit the Prime contractor to complete or modify any other part of the LOI document. Both, the SBE and the bidder must sign the LOI document prior to bid submittal. By signing the document, the bidder affirms that it has not altered or modified the document in any way other than, if applicable, entering the Unit/Hours and Total Quote Amount in Part B SECTION 1.

If a bidder proposes to utilize a firm not certified by the City of Phoenix and/or not certified in the proposed scope of work at the time of bid, the proposed utilization amount for that firm will be deducted from the total proposed SBE utilization amount used for determining if the bidder is responsive to the requirements of this section. Bidder shall not include any amount the SBE firm has indicated in the LOI document as work it will sublet or is not covered in their certification description in the Contractor's Statement of Proposed SBE Utilization form. Only amounts associated with the work to be performed by the SBE, and indicated in the SBE's certification description, may be counted towards the SBE participation goal requirement of this section.

If the reduced proposed SBE utilization is insufficient to meet the established participation goal required for this contract, and no waiver documentation has been submitted, the bidder shall be determined to be **non-responsive** to the requirements of this section and the bid will not be considered.

**A certified SBE firm bidding as a Prime Contractor cannot count the work it will self-perform towards meeting the required SBE subcontracting goal.**

A "Letter of Intent to Perform as a Subcontractor/Supplier" will be used in determining compliance with the requirements of this section. **The proposed subcontract dollar amount listed for each SBE firm on the "Contractor's Statement of Proposed SBE Utilization" must match the SBE dollar amount indicated in the boxed areas in Parts C, D or E of the signed "Letter of Intent to Perform as a Subcontractor/Supplier."** Failure to submit a completed LOI document with the SBE's and bidder's signatures shall be determined to be **non-responsive** to the requirements of this section and the bid will not be considered.

### **SECTION III. IF THE BIDDER IS UNABLE TO MEET THE GOAL**

**A fully documented waiver request** detailing why the bidder has been unable to meet the SBE utilization goal in whole, or in part, and the "good faith" effort of the bidder to obtain SBE participation. In order to be viewed as good faith efforts, a bidder's activities must be consistent with all activities that could reasonably be expected from a bidder who was actively and aggressively seeking to meet the SBE goal. To show proof of having exercised good faith efforts in trying to obtain bids from SBE firms to meet the utilization goals. The following factors are illustrative of those matters that shall be considered when judging whether the bidder made "good faith efforts".

1. A cover letter addressed to the Street Transportation Procurement Section clearly indicating whether a full or partial waiver is being requested, the percentage to be waived, and the reasons the waiver is being sought.
2. If a partial waiver is being requested, a Bidder's Statement of Proposed Utilization listing firms that will satisfy the portion of the goal that will be met must be included with the bid proposal. Additionally, a Letter of Intent to Perform as a Subcontractor/Supplier from each SBE firm that is proposed to be utilized must be included with the bid proposal.
3. Proof of contact with SBE firms, including but not limited to, fax logs, telephone logs, mail receipts, etc, including documentation of the number of times that firms were contacted, the dates of contact, and the name, phone number, fax number, and address of the contact person associated with each SBE firm. Solicitation of SBE subcontractors must be consistent with the solicitation of all subcontractors and must clearly demonstrate that SBE firms had sufficient time to submit an effective response.
4. Copies of the documents submitted to all subcontractors requesting their bid. This should include the scope of work to be bid and performed on the project.



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5. Copies of bid responses/quotes from all subcontractors who bid to perform work on the project in the areas that SBE firms were also bidding on, including information as to why SBE bids were not considered.
6. Documentation that shows efforts made to provide assistance to SBE firms in the areas of bonding, insurance, or other contracting requirements.
7. Documentation of attendance at the pre-bid conference held for the project.
8. Documentation of contact made with City personnel seeking assistance in identifying eligible SBE firms for contracting opportunities on the project.

#### **SECTION IV. SBE WAIVER PROCEDURES**

Requests for a partial or full waiver of the SBE goal for the project including all Good Faith Documentation shall be submitted as part of the bid packet. The request will be reviewed to ensure compliance with the requirements of this section. If the request is determined to meet the requirements, a waiver hearing will be scheduled and the bidder notified of the date, time, and place of the hearing. All waiver hearings are open to the public. However, only the designated representative for the contractor and City staff may participate in the proceedings.

The contractor requesting the waiver may appear at the hearing to present their request and answer questions from the Waiver Review Committee regarding their submittal. The Committee will consider the information and documentation that was submitted at the time of bid. The bidder may not present additional or new information at the hearing. At the conclusion of the hearing process the Committee will make independent recommendations on the request for waiver. The presiding officer, on behalf of the Committee, will provide a written summary of the Committee's recommendations to the City Manager's designee, the City Engineer. The City Engineer will make the final decision to grant or deny the waiver request. The City Engineer's decisions shall be final. The City will notify the contractor regarding the final decision of the City Engineer.

If a partial or full waiver of the SBE goal is granted to a bidder, the bidder shall be considered to have met the project goals and their bid will be considered responsive to the requirements of this section. If a waiver is denied, the bidder is deemed non-compliant and non-responsive to the requirements of this section and their bid will not be considered.

**Failure to submit the Contractor's Statement of Proposed SBE Utilization form and a LOI from each SBE firm proposed OR a fully documented waiver request at the time of bid will be cause to determine the bidder non-responsive to the requirements of this section.**

#### **SECTION V. LIMITATION OF THE USE OF SUPPLIERS AND BROKERS TO FULFILL THE SBE GOAL**

Proposed expenditures to brokers and suppliers can be used to meet the utilization goal, provided that the combined applicable expenditures do not exceed 25 percent (25%) of the total SBE goal requirement. Contractors may count one hundred percent (100%) of the dollars proposed to be paid to a SBE supplier, and all costs associated with fees and commission to be paid to a SBE broker, up to the 25% limitation.

**Supplier (or Wholesaler)** is defined as firm that does not directly manufacture the product being supplied and has an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.



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**EXAMPLE:** An SBE goal of 5% has been established on a project where the contractor has submitted a base bid of \$1,000,000. This results in a dollar goal of \$50,000 to be subcontracted to SBE's. The contractor proposes to contract with a SBE supplier for \$100,000. Only \$12,500, or 25 percent (25%), may be counted

towards achievement of the SBE goal for this project. The remaining \$37,500 must be achieved through the use of firms that are not suppliers or brokers.

**Broker** is defined as firm that arranges or expedites services or transactions through the use of individuals not directly employed by the company. Brokers are not regular suppliers. Only costs associated with the fees and commission paid to the certified firm for providing such services may be applied towards the SBE contract goal.

The following defines the expenditures to SBE firms that are NOT subject to the 25% limitation. The following expenditures may be counted in their entirety towards fulfilling 100% of the utilization goal:

1. Expenditures to certified SBE firms that operate and maintain an establishment or factory to produce, on the premises, the materials or supplies purchased for the contract.
2. Expenditures to a certified SBE fabricator that operates and maintains a factory to substantially alter materials or supplies before resale.
3. Expenditures, including fees and commissions, charged to provide bona fide technical and professional personnel recruitment for the contract. The total cost paid that shall be comparable to the industry standards customarily charged for the same or similar services.
4. Expenditures, including fees and commissions, charged for providing bonds and insurance specifically required for the performance of the contract. The total cost shall be comparable to the industry standards charged for the same or similar services.

All SBE firms proposed to participate on this contract opportunity must be SBE certified by the City of Phoenix prior to the date and time of the bid.

Participation on the contract will be calculated based on that portion (dollar value) of the contract that the SBE actually performs with its own forces. This includes the cost of supplies and materials obtained by the SBE for the work on the contract, **except** in cases when; it has been determined by the City *not* to be part of the firm's certification description; the SBE is certified as a "placer", "finisher", or "installer" of those materials only, or when the supplies and/or equipment it uses to perform its work is purchased or leased from the Contractor or its affiliate.

**Special emphasis and care should be taken to ensure that the following types of participation are handled properly when preparing your bid packet, as failure to correctly calculate the allowable** SBE participation in the following areas shall result in your bid being declared non-responsive if the SBE goal requirement is not met:

**Fees & Commissions:** SBE firms that supply a bona fide service for a fee or commission may be counted only to the extent of the fees or commissions charged by the SBE. This includes, but is not limited to, providing professional, technical, consultant, or managerial services, and bonds or insurance specifically required for the performance of a contract. Fees must be reasonable, not excessive, compared to fees customary for similar services.

**EXAMPLE:** A SBE firm that supplies uniformed officers for security or traffic control may count only the amounts charged as a commission. The hourly amount paid to the officers may not be counted. If the "per hour" bid amount to the prime contractor is \$35, and \$25 per hour will be paid to the officers, only \$10 per hour can be counted towards achieving the SBE goal. If the firm or bidder estimates that there will be 200 hours of work bid at a rate of \$35 per hour, only \$2,000 of the total \$7,000 bid could be counted.



## City of Phoenix

### Small Business Enterprise Program GO

**Trucking & Hauling:** The amount of a trucking/hauling subcontract that may be counted towards the utilization requirements may be limited. An SBE must itself own and operate at least one fully licensed,

insured, and operational truck that will be used on the contract. In addition, trucks the SBE leases without drivers under a long-term leasing agreement may be considered part of the trucking firm's workforce and

counted in full, provided the leasing agreement(s) is/are for a period of not less than 6 months and; **the leased vehicles have been recorded with the City's Equal Opportunity Department's Certification Office prior to the submittal of the LOI document.**

***EXAMPLE:** A SBE trucking firm uses seven trucks on a job; two are owned by the SBE and five are leased from other firms. If two of the five trucks are leased without drivers and the remaining three are leased with drivers from another firm, then the amount paid to the SBE for the services provided by the trucks it owns and the two it leases without drivers and operates with its own employees can be counted in full towards meeting the SBE requirements. The Contractor may not count any portion of the amount the SBE receives for the two trucks it leases with drivers towards the SBE utilization goal.*

#### **SECTION VI. POST AWARD SBE COMPLIANCE INFORMATION - DBB**

Submittal of a bid to the City of Phoenix shall constitute an agreement by the bidder to comply with the SBE utilization requirements of this section should the bidder be awarded a contract. This includes, but is not limited to, the following compliance activities:

1. The contractor shall contract, or attempt to contract, in good faith with all SBE firms listed on the Bidder's Statement of Proposed SBE Utilization form submitted with their bid. The subcontract shall be for an amount that is equal to, or greater than, the total proposed dollar amount listed on the form, with the exception of instances where the City changes a scope of work in the contract that would reduce the available work in the subcontractor's area of performance.
2. The contractor shall not reduce any of the proposed SBE scopes of work or amounts indicated on the Bidder's Statement of Proposed SBE Utilization form without first submitting a Request for Exemption and receiving approval in writing from the City's Equal Opportunity Department (EOD), Contract Compliance Division.
3. The contractor shall notify the City of Phoenix Equal Opportunity Department immediately if any firm listed on the Bidder's Statement of Proposed SBE Utilization form refuses to enter into a subcontract or fails to perform according to the requirements of the subcontract.
4. Any reduction of retention by the City to the contractor shall result in a corresponding reduction to subcontractors or suppliers who have performed satisfactory work. The contractor has 14 days from the date their retention reduction takes effect to reduce retention to the subcontractors.
5. The contractor shall return all retention monies to subcontractors at such time as the work originally proposed by the subcontractor, and expressed in the original subcontract agreement, is complete and the purchaser (City) has accepted the work and paid the prime for the work performed by the subcontractor. Retention shall be paid no later than 30 days after such payment is made by the City.
6. The contractor shall act in good faith to meet the contract SBE utilization goal and provide all necessary documentation to show proof of those efforts as requested by the City.

If for any reason the SBE firm is decertified prior to the execution of a subcontract agreement, the bidder shall find additional SBE participation in the amount equivalent to or greater than that which was originally proposed for the SBE firm. Bidder shall make every good faith effort possible in finding a SBE replacement in the proposed trade area first, before considering SBE participation in other trade areas.



## City of Phoenix

### Small Business Enterprise Program GO

#### SECTION VII. Subcontract Assurances

Each contract signed by the Agency and the Successful Bidder and each subcontract signed by the Successful Bidder with a Subcontractor, including Subcontractors with lower tier Subcontractors must include the following assurances verbatim:

**Prompt Payment of Subcontractors** *The Contractor and Subcontractor shall promptly pay its lower tier subcontractors, sub consultants, or suppliers upon receipt of payment from the City of Phoenix (Agency).*

*Progress Payments: In accordance with the Arizona Revised Statutes (ARS), Section 34-221(G), the Contractor(s) shall promptly pay its subcontractors, sub consultants, or suppliers within seven (7) calendar days of receipt of each progress payment from the Agency. Any diversion by the Contractor(s) of payments received for work performed on the contract, or failure to reasonably account for the application or use of such payments, constitutes grounds for a declaration of breach of the contract with the Agency.*

*Retention Payments: If the Agency reduces the Contractor's retention, the Contractor shall correspondingly, within 14 days, reduce the retentions held against the Subcontractors and suppliers that have performed satisfactory work.*

*Release of Retention: The Contractor(s) shall ensure prompt and full payment of retentions to Subcontractors and suppliers when their work is complete, the Agency has accepted the work, and the Agency has paid the Contractor for the work. The Contractor shall pay each Subcontractor's and supplier's retention no later than 30 days after the Agency pays Contractor for the completed scope of work.*

**Changes to Subcontracts and Values** *The City of Phoenix prohibits Contractor(s) from altering the Contractor's Statement of Proposed SBE Utilization form without receiving prior, written consent from the City. The Equal Opportunity Department must be informed, in writing, and in advance of the following:*

- *Reduction to the scope of work performed by subcontractors working on the contract*
- *Changes in any of the subcontract values resulting in a reduced dollar amount*
- *Replacement and/or release of any subcontractor after contract award*

*Contractor(s) and Subcontractor(s) are required to complete a Request for Exemption Form and have the written approval of the Contract Compliance Office prior to taking action on any of the above listed matters related to SBE subcontractors.*

*In the event that any provision of this subcontract varies from the provisions of the contract or subcontract, the provisions for SBE contract compliance as contained in Administrative Regulation 1.89, Section IX, shall provide definitive guidance.*

**Disclaimer:** *Nothing in this section prevents the Contractor or Subcontractor from enforcing its subcontract with a lower tier Subcontractor or supplier for defective work, late performance, and other claims arising under the Subcontract.*



## City of Phoenix

### Small Business Enterprise Program GO

#### SECTION VIII. RECORDS and REPORTING REQUIREMENTS

##### 1. Records

During performance of the Contract, the Successful Submitter shall keep all records necessary to document the participation of all subcontractors and suppliers. The Successful Submitter shall provide the records to the Agency within 72 hours of the Agency's request and at final completion of the Contract. The Agency will prescribe the form, manner, and content of reports. The required records may include but not limited to:

- a) A complete listing of all Subcontractors and suppliers on the project;
- b) Each Subcontractor's and supplier's scope performed;
- c) The dollar value of all subcontracting work, services, and procurement;
- d) Copies of all executed Subcontracts, purchase orders, and invoices; and
- e) Copies of all payment documentation.

##### 2. Reports

- a. The contractor shall participate in all compliance reviews determined necessary by the City. This includes, but is not limited to participating in on-site reviews, providing monthly utilization reports of SBE activity, providing signed copies of subcontracts and/or purchase orders with each SBE listed on the Bidder's Statement of Proposed SBE Utilization form, and complying with any and all requests for information the City deems appropriate for effectively monitoring this contract for compliance with the SBE Program requirements.
- b. The contractor shall provide regular, monthly report/audit information that will assist us in effectively monitoring your compliance with the SBE Program requirements. This shall include listing all subcontractors working on the contract and reporting payments into the Certification and Compliance System <https://phoenix.diversitycompliance.com>. Reporting audits shall include all payments received from the City and payments you have issued to all subcontractors and suppliers. **Copies of the first 2 pages of the Pay Request submittal are required with each report. All Monthly audit reports are to be completed online by the 15<sup>th</sup> of every month. (<https://phoenix.diversitycompliance.com>).**
  - i. The total of all payments received from the City during the previous month.
  - ii. The first two pages of each payment application submitted for those payments.
  - iii. All payments made to Subcontractors during the previous month.

Before the Agency processes the Successful Submitter's final payment and/or outstanding retention held against the Successful Submitter, the Successful Submitter shall submit to the Agency a final certification of full and final payment to each Subcontractor in the form prescribed by the Agency. The form must be completed and certified by the Successful Submitter's and each Subcontractor's duly authorized agents.

#### SECTION IX. PERFORMANCE OF A COMMERCIALY USEFUL FUNCTION

The prime contractor may count only expenditures to SBE subcontractors that perform a commercially useful function in the work of the contract, as defined in Chapter 18 Article VI of the City Code. A "commercially useful function" constitutes performing real and actual services related to the contract.

SBE subcontractors may enter into second-tier subcontracts consistent with normal industry practices. If an SBE subcontracts greater than twenty-five (25) percent of the work of their contract, the SBE subcontractor shall be presumed not to be performing a commercially useful function. In this event, the prime contractor will not be allowed to claim any expenditure to the SBE subcontractor.





## **City of Phoenix**

### **Small Business Enterprise Program GO**

#### **SECTION X. FAILURE TO COMPLY WITH THE SBE PROGRAM REQUIREMENTS**

If the Equal Opportunity Department determines that the contractor will fail, or has failed, to meet the SBE subcontracting goals, and/or has failed to act in good faith to ensure compliance with the SBE conditions of its contract; it shall deem the contractor “noncompliant” and not in good standing. A noncompliant status shall result in the rejection of all future contract bids or offers for all projects or other procurements with the City until such time that the contractor has cured its breaches and demonstrates that it has faithfully performed its approved SBE utilization plan and all other provisions of this article required to be deemed in good standing. In addition to this action, the City may also exercise its option to impose any or all of the following remedies:

1. Withholding from the contractor ten percent (10%) of all future payments on the involved eligible project until it is determined that the contractor is in compliance;
2. Withholding from the contractor all future payments on the involved project until it is determined that the contractor is in compliance

Failure to cure a non-compliance status within the time frame provided by the City may result in further action, including but not limited to imposing any or all of the following sanctions:

1. Rejection of all future bids or offers from the contractor for any eligible project with the City or any of its departments or divisions for a period of (1) year after substantial completion of the contract.
2. Cancellation of the contract.



**City of Phoenix**

**Small Business Enterprise Program**

**CONTRACTOR'S STATEMENT OF PROPOSED SBE UTILIZATION (DBB)**

**PROJECT NUMBER/TITLE: FD57100031 FIRE STATION 15 - GO BOND**

**Required SBE Goal: 13%**

| SBE<br>FIRMS | COMPANY NAME | SERVICES TO BE PROVIDED | SUPPLIER-<br>(YES or NO)<br>May not satisfy<br>more than 25%<br>of the Goal | SBE \$ AMOUNT<br>from LOI Tables -<br>Sections C, D, or E | Countable SBE \$<br>Amount (towards<br>proposed goal) |
|--------------|--------------|-------------------------|---|---|---|
|              |              |                         |   |   |   |
|              |              |                         |   |   |   |
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(\$ \_\_\_\_\_ ) - (\$ \_\_\_\_\_ ) - (\$ \_\_\_\_\_ ) = (\$ \_\_\_\_\_ )  
**Total Bid**                      -                      **Allowances & Contingencies**                      -                      **Alternates**                      =                      **Base Bid**

(\$ \_\_\_\_\_ ) ÷ \$ \_\_\_\_\_ ) X 100 = \_\_\_\_\_ % (NO ROUNDING)  
**Total Proposed SBE Dollars** ÷                      **Base Bid**                      X 100 =                      **Proposed SBE %**

Proposed SBE Percentage must equal or exceed the Required SBE Goal Percentage.  
Do **NOT** propose SBE dollars in scopes related to Alternates, Allowances, or Contingencies as part of meeting the required SBE %.  
All additional contract dollars, including selected alternates, contingencies, and allowances paid after award of contract, will be subject to the SBE contract goal %.

**Total Proposed SBE Dollars**

\$ \_\_\_\_\_

*I hereby certify by signing below the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material/equipment for this project.*

*The information shown above is a **true reflection of the proposed subcontracts.***

COMPANY NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

NAME : \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



City of Phoenix

Small Business Enterprise Program

Letter of Intent (LOI) To Perform as an SBE Subcontractor

(THIS FORM MUST BE COMPLETED BY THE SBE SUBCONTRACTOR – BOTH SBE SUBCONTRACTOR & PRIME SIGNATURE ARE REQUIRED)

Project Number: FD57100031
Contract #:

Project Description: FIRE STATION 15 - GO BOND

TO: (Insert Name of Prime Contractor)

FROM: (Insert Name of SBE Firm)

A. The undersigned declares that the firm bidding to perform the work described herein, has been granted certification by the City of Phoenix (COP) as a Small Business Enterprise (SBE) in the area(s) of:

(COP) Certification Description:

B. The undersigned is bidding to perform the following scope(s) of work on the above referenced project:

SECTION 1 - COMPLETE THIS PORTION IF THE SCOPE OF WORK IS BEING BID BY UNIT PRICE OR HOURLY RATE SUPPLIER, BROKER, TRUCKING, HAULING, UNIFORMED OFFICERS MUST USE THIS SECTION

Table with 4 columns: Scope of Work, Unit/Hourly Rate, # of Units/Hours, Total Quote Amount

SECTION 2 - GENERAL OR SPECIALTY CONSTRUCTION TRADE AREAS MUST USE THIS SECTION

Table with 2 columns: Scope of Work, Total Quote Amount

C. Of the Total Quote Amount reflected in Part B-SECTION 2, the following scope(s) of work with the given amount will not be performed by the SBE or is/are not covered under the SBE's certification description:

Scope(s) of Work Amount \$

Subtract Amount in Part C above from the Total Quote Amount in Part B-Section 2 =\* \$
\* Only this amount shall be reflected on the Bidder's Statement of Proposed Utilization.

D. If trucking services are included in Part B - SECTION 1 above, SBE MUST complete the following:

Of the Total Quote Amount noted in part B-Section 1, the SBE affirms that the amount of \* \$ shall be performed by drivers the firm employs, and trucks the SBE owns and leases without drivers.
(The amount referenced above is transferred from Step 9 of the Worksheet (L.O.I.W.-1). \*Only this amount shall be on the Statement of Proposed Utilization)

E. All subcontractors providing Broker or Traffic Control/Security Services indicated in Part B-SECTION 1 above MUST Complete the Following:

Rate of the SBE's fees/commissions %; for a Total Amount in fees/commissions of: \$
The Percentage and Total Amount referenced above is transferred from Steps 2 and 3 of the Worksheet (page L.O.I. W.-1).
Only the Total Amt in fee/commissions shall be reflected on the Bidders Statement of Proposed Utilization.

Should the prime contractor receiving this form be selected for award of the contract, the undersigned affirms that he/she will enter into an agreement to perform the work bid herein.

(SBE Subcontractor Authorized Signature)

(Date)

(Print Name and Title)

(Phone Number)

By signing this LOI document, the Prime Contractor affirms that it has not altered or modified this document in any way other than, if applicable, entering the Unit/Hours and Total Quote Amount in Part B SECTION 1.

(Prime Contractor Authorized Signature)

(Date)

(Print Name and Title)

(Phone Number)



**City of Phoenix**  
Small Business Enterprise Program

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/SUPPLIER  
INSTRUCTIONS AND WORKSHEET - L.O.I. W.-1**

A Letter of Intent to Perform as a SBE Subcontractor/Supplier (required for each SBE subcontractor/supplier proposed). The form documents services to be performed by the subcontractor/supplier and the total dollar amount of the subcontract that will be awarded to the SBE. Only the services performed in the area(s) described by the SBE's certification description can be counted towards the SBE goal requirement.

**Part I. Trucking and Hauling:** SBEs should indicate on Part B-Section 1 and Part D, of the LOI form, the information regarding trucks to be used in executing the contract. The City allows the counting of all payments for services provided by trucks which the SBE owns. Trucks which the SBE leases on a long-term basis and are operated with drivers the SBE employs may also be counted in full. The payments for short-term leased trucks, with or without SBE employed drivers cannot be counted.

**Only trucks for which leasing agreements have been submitted and approved by EOD as part of the SBE firm's current certification file shall be considered eligible for counting towards the goal.**

| STEP ONE  | STEP TWO   | STEP THREE  |
|---|--|---|
| Value of work expected to be performed by trucks owned by the SBE (2 Trucks)  | Value of work expected to be performed by trucks leased ( <b>with drivers</b> ) by the SBE on a long-term basis (2 Trucks) | Combined value of work expected to be performed by other trucking firms and/or trucks leased ( <b>without drivers</b> ) by the SBE (3 Trucks) |
| <b>\$20,000</b>   | <b>\$20,000</b>  | <b>\$33,000</b>   |
| STEP FOUR   | STEP FIVE  | STEP SIX  |
| Estimated value for services provided by all trucks the SBE will use on the contract.<br><b>(Add Steps One, Two, and Three)</b> | Expected value of work performed by trucks not eligible for counting as SBE participation<br><b>(Value in Step Three)</b>  | Total estimated value that can be counted for SBE participation<br><b>(Subtract Step Five from Step Four)</b><br><b>\$73,000 - \$33,000</b>   |
| <b>\$73,000</b>   | <b>\$33,000</b>  | <b>=\$40,000</b>  |

**Part II. Fees and Commissions:** Insert the information from below under Step Three-Commission/Fees Percentage and the Countable Amount for SBE Participation into Part E of the LOI form. This part is applicable for the use of uniformed officers to provide traffic control and security and other services provided at an hourly rate by non-employees of the SBE contractor.

**(The following information is provided as a sample only)**

| STEP ONE                            |                                     |  |   |
|-------------------------------------|-------------------------------------|--|---|
| Total Number of Hours               | Per Hour Bid Amount                 | Calculation Formula:<br>Total Gross Bid Amount                 |   |
| <b>200</b>                          | <b>\$35</b>                         | <b>200 x \$35 = \$7,000</b>                                    |   |
| STEP TWO                            |                                     |  |   |
| Per Hour Bid Amount                 | Officers Hourly Rate                | SBE Firm Commission/Fee  | Calculation Formula:<br>Fees/Commissions Percentage |
| <b>\$35</b>                         | <b>\$25</b>                         | <b>\$10</b>  | <b>(10 / 35) * 100 = 28.57%</b>                     |
| STEP THREE                          |                                     |  |   |
| Gross Bid Amount<br>(from Step One) | Commission/Fee %<br>(from Step Two) | Calculation Formula:<br>Amount Countable for SBE Participation |   |
| <b>\$7,000</b>                      | <b>28.57%</b>                       | <b>\$7,000 x .2857 = \$2,000</b>                               |   |

**Part III. Construction Trade Areas:** SBE must indicate in the Scope of Work of Part B-Section 2 of the LOI form, **all** scope(s) of work associated with the Total Quote Amount. The SBE must complete Part C of the LOI form by entering the Scope of Work and amount not expected to be performed by the SBE or which is not covered under the SBE's certification description. Subtracting this amount from the Total Quote Amount in Part B-Sect. 2 will result in the portion of work that can be counted as SBE participation.

**CITY OF PHOENIX**  
**LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS**

PROJECT NO.: FD57100031

PROJECT TITLE: FIRE STATION 15 – GO BOND

| DESCRIPTION OF WORK OR MATERIALS<br>(CONTRACTOR TO ENTER TRADE/SUPPLIER AREAS) | SELF-PERFORMED BY PRIME CONTRACTOR                       | SUBCONTRACTOR/SUPPLIER COMPANY NAME<br>(IF NOT SELF-PERFORMED) | CONTACT PERSON | PHONE NUMBER | DOLLAR VALUE OF WORK OR MATERIALS IN BID |
|--|--|--|----------------|--------------|--|
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |

I hereby certify by signing below that the above listed companies will be utilized to perform work on this project for an **equal to or greater than 5% of the base bid**. These companies will not be removed or replaced without prior written approval by the City of Phoenix Project Manager. The City requires that ALL vendors providing work equal to or greater than 5% of the base bid are listed or you will be disqualified. If you are self-performing work, you must still list any suppliers for materials or list any subcontractors with whom you will directly contract.

COMPANY NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**CITY OF PHOENIX**

**LIST OF ALL SUBCONTRACTORS AND SUPPLIERS**

PROJECT NO.: FD57100031

PROJECT TITLE: FIRE STATION 15 – GO BOND

| DESCRIPTION OF WORK OR MATERIALS<br>(CONTRACTOR TO ENTER TRADE/SUPPLIER AREAS) | SELF-PERFORMED BY PRIME CONTRACTOR                       | SUBCONTRACTOR/SUPPLIER COMPANY NAME<br>(IF NOT SELF-PERFORMED) | CONTACT PERSON | PHONE NUMBER | DOLLAR VALUE OF WORK OR MATERIALS IN BID |
|--|--|--|----------------|--------------|--|
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |
|  | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |                |              |  |

I hereby certify by signing below that the above listed companies will be utilized to perform work on this project. These companies will not be removed or replaced on the project without prior written approval by the City of Phoenix Project Manager. The City requires that ALL vendors providing work are listed or you will be disqualified. If you are self-performing work, you must still list any suppliers for materials or list any subcontractors with whom you will directly contract.

COMPANY NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME & TITLE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**BIDDER'S DISCLOSURE STATEMENT**

Authorized Contact for this Disclosure Statement

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone number: \_\_\_\_\_

List any EIN, DBA, trade name, or other identity used in the last five years, the state or country where filed, and the status (active or inactive): (if applicable): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Business Characteristics**

Business entity type – Please check appropriate box and provide additional information:

- |                          |                               |                                    |
|--------------------------|-------------------------------|------------------------------------|
| <input type="checkbox"/> | Corporation                   | Date of incorporation: _____       |
| <input type="checkbox"/> | Limited Liability Company     | Date organized: _____              |
| <input type="checkbox"/> | Limited Liability Partnership | Date of registration: _____        |
| <input type="checkbox"/> | Limited Partnership           | Date established: _____            |
| <input type="checkbox"/> | General Partnership           | Date established: _____            |
| <input type="checkbox"/> | Sole Proprietor               | How many years in business?: _____ |
| <input type="checkbox"/> | Other (explain)               | Date Established: _____            |

Was the business entity formed in the State of Arizona? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, indicate jurisdiction where Business Entity was formed: \_\_\_\_\_

Business License Number and Classification: \_\_\_\_\_

Business Transaction Privilege License Number: \_\_\_\_\_

Special Use or other zoning permits required for Bidder's operation and performance of the services under this Agreement:

\_\_\_\_\_

Is the Business Entity currently registered to do business in Arizona with the Arizona Corporation Commission? Yes\_\_\_\_\_ No\_\_\_\_\_ Not required \_\_\_\_\_ (if sole proprietor or general partnership)

Does the Business Entity have a City of Phoenix business privilege license? Yes\_\_\_\_\_ No\_\_\_\_\_ If "no" explain and provide detail such as "not required" or "application in progress" or other reason.

Is the Business Entity publicly traded? Yes\_\_\_\_\_ No\_\_\_\_\_

Is the responding Business Entity a Joint Venture? Note: If the Submitting Business entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture. Yes\_\_\_\_\_ No\_\_\_\_\_

Is the Business Entity's Principal Place of Business/Executive office in Phoenix? If "no" does the Business Entity maintain an office in Phoenix? Yes\_\_\_\_\_ No\_\_\_\_\_

Provide the address and phone number for the Phoenix office. \_\_\_\_\_

Is the business certified by Phoenix as a Small Business Enterprise? Yes\_\_\_\_\_ No\_\_\_\_\_

Identify Business Entity Officials and principal Owners:

Name(s) \_\_\_\_\_ Title \_\_\_\_\_ Percentage ownership \_\_\_\_%(Enter 0% if not applicable).

Name(s) \_\_\_\_\_ Title \_\_\_\_\_ Percentage ownership \_\_\_\_%(Enter 0% if not applicable).

Name(s) \_\_\_\_\_ Title \_\_\_\_\_ Percentage ownership \_\_\_\_%(Enter 0% if not applicable).

Name(s) \_\_\_\_\_ Title \_\_\_\_\_ Percentage ownership \_\_\_\_%(Enter 0% if not applicable).

**Affiliates and Joint Venture Relationships**

Does the Business entity have any Affiliates? Yes\_\_\_\_\_ No\_\_\_\_\_ Attach additional pages if necessary.

Affiliate name: \_\_\_\_\_

Affiliate EIN (if available):\_\_\_\_\_.

Affiliate's primary Business Activity:\_\_\_\_\_

Explain relationship with Affiliate and indicate percent ownership, if applicable. \_\_\_\_\_

Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate? \_\_\_\_\_

Individual's name:\_\_\_\_\_

Position/Title with Affiliate:\_\_\_\_\_



Has the Business Entity participated in any joint Ventures within the past three years? Yes\_\_\_\_\_ No\_\_\_\_\_ (Attach additional pages if necessary)

Joint Venture Name:\_\_\_\_\_

Joint venture EIN (if applicable):\_\_\_\_\_

Identify parties to the Joint Venture:\_\_\_\_\_

**Contract History**

Has the Business Entity held any contracts with the city of Phoenix in the last three (3) years? Yes\_\_\_\_\_ No\_\_\_\_\_ If “yes” attach a list.

**Integrity – Contract Bidding**

Within the past three (3) years, has the Business Entity or any Affiliate been suspended or debarred from any government contracting process or been disqualified on any government procurement? Yes\_\_\_\_\_ No\_\_\_\_\_

Been subject to a denial or revocation of a government prequalification? Yes\_\_\_\_\_ No\_\_\_\_\_

Been denied a contract award or had a bid rejected based upon a finding of a non-responsibility by a government entity? Yes\_\_\_\_\_ No\_\_\_\_\_

Agreed to a voluntary exclusion from bidding/contracting with a government entity? Yes\_\_\_\_\_ No\_\_\_\_\_

Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes\_\_\_\_\_ No\_\_\_\_\_

Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes\_\_\_\_\_ No\_\_\_\_\_

For each “Yes” answer above, provide an explanation of the issues.

**Integrity – Contract Award**

Within the past three (3) years has the Business Entity or any Affiliate been suspended, cancelled, or terminated for cause on any government contract? Yes\_\_\_\_\_ No\_\_\_\_\_

Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? Yes\_\_\_\_\_ No\_\_\_\_\_

For each “yes” answer, provide an explanation. (Attach explanation on a separate sheet of paper).

**Certifications/Licenses**

Within the past three (3) years, has the Business Entity or Affiliate had a revocation, suspension, or disbarment of any business or professional permit and/or license? Yes\_\_\_\_\_ No\_\_\_\_\_

If “yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issues.

### **Legal Proceedings**

Within the past three (3) years, has the Business Entity of any Affiliate:

Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation? Yes\_\_\_\_\_ No\_\_\_\_\_

Been the subject of an indictment, grant of immunity, judgment or conviction, (including entering into a plea bargain for conduct constituting a crime)? Yes\_\_\_\_\_ No\_\_\_\_\_

Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? Yes\_\_\_\_\_ No\_\_\_\_\_

Had a government entity find a willful prevailing wage or supplemental payment violation? Yes\_\_\_\_\_ No\_\_\_\_\_

Been involved in litigation as either a plaintiff or a defendant involving a copyright or patent infringement violation or an anti-trust violation? Yes\_\_\_\_\_ No\_\_\_\_\_

Other than previously disclosed, for the past three (3) years:

(i) Been subject to the imposition of a fine or penalty in excess of \$1000 imposed by any government as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination? Yes\_\_\_\_\_ No\_\_\_\_\_

(ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity? Yes\_\_\_\_\_ No\_\_\_\_\_

If “yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issues.

### **Leadership Integrity**

If the Business Entity is a joint Venture Entity, answer “N/A – Not Applicable” to questions below:

Within the past three (3) years has any individual previously identified, or any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute, or approve bids, proposals, contracts or supporting documentation with the City of Phoenix been subject to:

A sanction imposed relative to any business or professional permit and/or license? Yes\_\_\_\_\_ No\_\_\_\_\_

An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct? Yes\_\_\_\_\_ No\_\_\_\_\_

DLB/dlb/828671V3



City of Phoenix
AFFIDAVIT OF IDENTITY

Your completion of this form is required by Arizona state law. A.R.S. §§ 1-501 and -50 only if you are a sole proprietor.

I, \_\_\_\_\_ (print full name exactly as on document), hereby affirm, upon penalty of perjury, that I presented the document marked below to the City of Phoenix, that I am lawfully present in the United States, and that I am the person stated on the document. (select one category only)

[ ] Arizona driver license issued after 1996. Print first four numbers/letters from license: [ ][ ][ ][ ]

[ ] Arizona non-operating identification license. Print first four numbers/letters: [ ][ ][ ][ ]

[ ] Birth certificate or delayed birth certificate issued in any state, territory or possession of the U.S. Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_

[ ] United States Certificate of Birth Abroad. Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_

[ ] United States Passport. Print first four numbers/letters on Passport: [ ][ ][ ][ ]

[ ] Foreign Passport with United States Visa. Print first four numbers/letters on Passport: [ ][ ][ ][ ] Print first four numbers/letters on Visa: [ ][ ][ ][ ]

[ ] I-94 Form with a photograph. Print first four numbers on I-94: [ ][ ][ ][ ]

[ ] USCIS Employment Authorization Document (EAD). Print first four numbers/letters on EAD: [ ][ ][ ][ ] or Perm. Resident Card (acceptable alternative): [ ][ ][ ][ ]

[ ] Refugee Travel Document. Date of issuance: \_\_\_\_\_; Refugee country: \_\_\_\_\_

[ ] U.S. Certificate of Naturalization. Print first four digits of CIS Reg. No.: [ ][ ][ ][ ]

[ ] U.S. Certificate of Citizenship. Date of issuance: \_\_\_\_\_; Place of issuance: \_\_\_\_\_

[ ] Tribal Certificate of Indian Blood. Date of issuance: \_\_\_\_\_; Name of tribe: \_\_\_\_\_

[ ] Tribal or Bureau of Indian Affairs Affidavit of Birth. Year of birth: \_\_\_\_\_; Place of birth: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_