



CONTRACT AMENDMENT

Solicitation No: P19-0027B Page 1 of 1
 Description: JOC for Traffic Systems
 Amendment No: One (1) Date: October 28, 2019

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

In accordance with the Contract Terms and Conditions, Section 2, Contract Term, the above referenced contract shall expire on December 31, 2019 and is hereby extended.

The New Contract Term is: **January 1, 2020 to December 31, 2020**

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

Bruce W. Balls 10/29/19 Bruce W. Balls, General Manager B&F Contracting, Inc.
 Signature Date Typed Name and Title Company Name

11011 N. 23rd Avenue Phoenix AZ 85029
 Address City State Zip

Attested by:

Rhonda Geriminsky for
 Rhonda Geriminsky, City Clerk



City Seal
 Copyright 2003
 City of Peoria, Arizona

CC Number

ACON53218A
 Contract Number

Adina Lund
 Director: Adina Lund, Development & Engineering
 Director

Chris Lemka
 Department Rep: Chris Lemka, City Traffic Engineer

Approved as to Form:
Vanessa P. Hickman for
 Vanessa P. Hickman, City Attorney

The above referenced Contract Amendment is hereby Executed:

November 4, 2019 at Peoria, Arizona

Christine Finney
 Christine Finney, Interim Materials Manager



City of Peoria, Arizona Job Order Contract

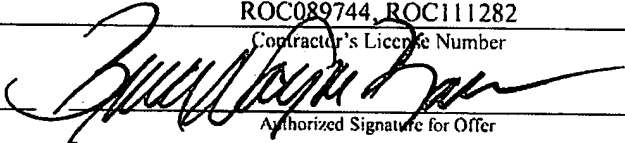


Statement of Qualifications No: P19-0027B

Description of Work: Traffic Systems

Location: City of Peoria, Materials Management Contact: Lisa Houg
 Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345 Phone: (623) 773-7115

OFFER

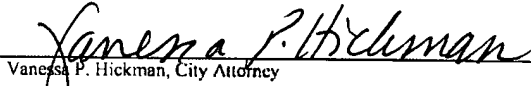
B&F Contracting, Inc. Job Order Contractor Name			ROC089744, ROC111282 Contractor's License Number
11011 N. 23 rd Avenue Address			 Authorized Signature for Offer
Phoenix City	AZ State	85029 Zip Code	Bruce W. Balls Printed Name
623-582-1170 Telephone			General Manager Title
623-764-7585 Cell			bruceb@bfcontracting.com E-mail

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

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

Attested by:

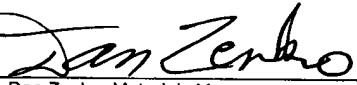
 Rhonda Geriminsky, City Clerk

City of Peoria, Arizona.
 Eff. Date: January 1, 2019
 Approved as to form:

 Vanessa P. Hickman, City Attorney



City Seal
 Copyright 2003 City of Peoria, Arizona

ACON53218
 Contract Number

Awarded on Dec. 24, 2018

 Dan Zenko, Materials Manager

Official File

JOB ORDER CONTRACT



P19-0027

JOC for Traffic Systems

CONTRACT FOR CONSTRUCTION

**JOB ORDER CONTRACT AGREEMENT
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ATTACHMENTS

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JOB ORDER CONTRACTING CONTRACT

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

1. **DEFINITIONS.**

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

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

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

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

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

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

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

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

1.9. **Reference Standards**

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

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

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

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

2. CONTRACT TERM

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

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

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

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

3. PERFORMANCE OF THE WORK

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

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