



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P19-0027A

Description of Work: Traffic Systems

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

Contact: Lisa Houg
Phone: (623) 773-7115

OFFER

ROC295206, 297977, 293109, 292140
Contractor's License Number

Redhawk Solutions LLC
Job Order Contractor Name

Authorized Signature for Offer

P.O. Box 87689
Address

Michael Wendtland, P.E.

Printed Name

Phoenix AZ 85080
City State Zip Code

Managing Member
Title

602-980-2992 480-235-6800
Telephone Cell

michael@redhawksolutionsaz.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



ACON53118

Contract Number

Awarded on Dec. 24, 2018

Dan Zenko, Materials Manager

City Seal
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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 Redhawk Solutions LLC, (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;



STATEMENT OF QUALIFICATIONS

Solicitation Number: P19-0027

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

JOB ORDER CONTRACTING

FOR

TRAFFIC SYSTEMS

SOLICITATION NUMBER: P19-0027

Due Date:

October 9, 2018 by 5:00 PM Arizona Time

Pre-Submittal Meeting:

September 24, 2018 @ 2:00 p.m. Arizona Time

Point of Contact:

Lisa Houg

Contract Officer

Lisa.Houg@peoriaaz.gov

623-773-7191



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SECTION 1 – INTRODUCTION

1.1 Introduction

The City of Peoria Arizona is seeking experienced contractors for traffic signal traffic systems and street light construction, maintenance and repair and related services, on an as-needed basis at various project locations throughout the City of Peoria utilizing Job Order Contracting (JOC) project delivery method.

It is the intent of the City of Peoria to select two (2) contractors for contract award. The initial term of the JOC will be for a minimum of one (1) year and may be renewed up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance of the JOC Contractor and the needs of the City. It is the City's intent to enter into a cost plus fee structure.

During the term of the JOC, work is performed as a series of individual job orders. Individual projects may require the expenditure approval of Peoria City Council. Each job order, initiated by the owner, is defined cooperatively by the owner and contractor. A scope, schedule and price are negotiated and agreed upon. The contractor is then directed to proceed with the work. Job Order Contracting may include ancillary design services, pre-construction services, construction work, maintenance and as-built documents.

1.2 Cooperative Purchasing

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

1.3 Project Budget

The City of Peoria CIP identifies funding for projects in fiscal year of 2019 and shows planned projects for the next ten (10) years. The approved 2019 budget is available to fund various projects utilizing the awarded JOC contract. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC



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exceed \$3,000,000.

SECTION 2 – DESCRIPTION & SCOPE OF WORK

2.1 Description

This Job Order Contract is issued to assist the City of Peoria with traffic signal traffic systems and street light construction, maintenance and repair services. Interested contractors will have the ability to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn-key projects, including all permitting and regulatory requirements.

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

Contractors must have experience in the areas described in the Scope of Work (below).

2.2 Scope of Work

The City places significant emphasis on the qualifications and experience of the contractors we contract with and the individual employees performing services under our contracts in order to protect our citizens and ensure safe access to public spaces. Therefore, the City is requesting that all offerors assign only the most highly trained and qualified individuals to work on City projects involving traffic signal systems.

The City of Peoria maintains a network of traffic signals and street lights. This Job Order contract is intended for general contracting, construction, maintenance and repair services, together with architectural and engineering services as necessary, related to existing signals, building new signals, existing street lights and installing new street lights and associated street light systems within the City. It includes major and minor construction projects, renovations, maintenance, repairs, additions, demolition, re-constructions and alterations to signals and related systems, street lights and related systems within the intersections or close proximity to the intersections.

The successful contractor(s) shall have experience, knowledge, and ability to accomplish the following tasks.

1. Design – work with a design firm to produce drawings that can be used to permit work and complete projects.



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2. Utility locating – able to provide utility location and/or coordinate with utility companies or private locator services.
3. Legal descriptions and exhibits – work with outside sources to produce legal descriptions and exhibits.
4. Demolition – remove items necessary for signal and street light installation.
5. Cutting, milling, and removal – provide services as necessary to facilitate new signals and streetlights.
6. Signal work – install signal poles, heads, equipment etc. for complete intersection signalization work.
7. Signs and Striping – provide signs, both temporary and permanent signage and all striping associated with traffic systems.
8. Street light work - install street light poles, mast arms, equipment, etc. for complete street light system work.
9. Electronic gear – install, maintain or renovate low voltage systems that manage signals.
10. Detection – install loop and video detection.
11. Lighting – run conduit and power and install luminars on poles and install street lights.
12. Electrical work – install conduit, pull wires, and build both primary and low voltage systems in support of the signals and streetlights.
13. Boring – place conduit under structures by boring.
14. Concrete work – install sidewalks, curb/gutter, ramps, hard-scape, foundations, pads, and other concrete work to build signalized intersections.
15. Roadway work – install base, asphalt and other pavements in support of signalizing intersections.
16. Traffic Control – develop and operate traffic control for projects.
17. Landscaping – install new landscape, including meters, irrigation systems, planting and ground covers as well as refreshing existing landscaping.
18. Survey – provide accurate surveys and project staking.
19. As-builts – provide as-built drawings of the projects. Provide accurate red line updates to existing drawings for others to produce complete as-builts.
20. Public relations – provide public relations when required.
21. Utility work – provide wet and dry utility relocations, repairs or new work as required to install the signalized intersections. Work with utility companies to provide new services to traffic systems.
22. Materials testing – provide materials testing as required.
23. Design and install ITS – provide fiber systems, termination, equipment, repairs, integration, and re-configuring.
24. Install wireless systems – design and install wireless camera and data systems.
25. Maintain ITS – provide wiring audits and clean-up and standardization.
26. ITS work will include all right of way work up to and including connecting the network to communication equipment inside buildings. The ITS work is not intended to include building network infrastructure inside facilities.

2.3 Contractor Requirements



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Interested contractors must possess experience in the following areas:

Permit Management: The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

Construction: The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.

Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.

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

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

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

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

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

2.4 General Information

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