



CITY OF SCOTTSDALE

JOB ORDER CONTRACT

NO. 2019-194-COS

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CITY OF SCOTTSDALE

CONTRACT NO. 2019- -COS

THIS CONTRACT, entered into this 12 day of November, 2019, between the City of Scottsdale, an Arizona municipal corporation ("CITY"), and AJP Electric, Inc., an Arizona Corporation ("Contractor").

RECITALS

- A. The Mayor of the City of Scottsdale, Arizona, is authorized and empowered by the provisions of the City Charter to execute contracts for construction and related services.
- B. The City intends to contract for construction and related services for one or more individual Job Orders.
- C. The Contractor has represented to the City the ability to provide or procure the required construction and related services and, based on this representation, the City engages Contractor for these services.

FOR AND IN CONSIDERATION of the mutual covenants and considerations contained in this Contract, it is agreed by the City and the Contractor as follows:

ARTICLE 1 - CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1.1. GENERAL SERVICES

- A. The Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities specified in the individual Job Order for which it is issued a Job Order Notice to Proceed in accordance with this Contract. The City may determine it is in its best interest to furnish materials and equipment for an individual Job Order in accordance with the Job Order.
- B. The Work will be performed in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer and under the oversight of the City Engineer, or his properly authorized agents, within the care and skill of a qualified contractor in Scottsdale, Arizona.
 - 1. Minor design services may be required for some Job Orders. For those Job Orders that may require design services, the Contractor shall seek the services of an Arizona registered architect or engineering professional to prepare plans for permitting. The procurement of design services will be in accordance with City of Scottsdale procurement procedures. If the services of a design professional are used, the design professional must maintain at least \$1,000,000 Professional Liability Coverage.
 - 2. All documents prepared by the Contractor are subject to review by the City. Review by the City is solely for the benefit of the City and is not intended to be for the benefit of any other person and does not relieve the Contractor from the professional liability associated with the documents it has prepared.

3. The Contractor's Representative shall be reasonably available to the City and shall have the necessary expertise and experience required to supervise the Contract Services. A Contractor's Representative will be assigned for each Job Order. The Contractor's Representative will communicate regularly with the City and will be vested with the authority to act on behalf of the Contractor.

C. The City is a member of \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, Maricopa County, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under \$AVE Cooperative Purchasing Agreement, and with the concurrence of successful Respondents under this solicitation, a member of \$AVE may access a contract resulting from this solicitation issued by the City. By signing the JOC Contract, the Contractor agrees to allow other \$AVE members the ability to purchase their needs and "use" this contract for JOC requirements.

1.2. GOVERNMENT APPROVALS AND PERMITS

- A. Unless otherwise provided, the Contractor shall obtain or assist the City in obtaining all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The Contractor is responsible for obtaining payment for the necessary environmental permits or file the necessary environmental notices.
- B. Copies of these permits and notices must be provided to the City's Representative before starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of the permit or notice requirements.
- C. The City will pay City of Scottsdale review and permit(s) fees for building and demolition permits. The City will pay City review fees for grading and drainage, water, sewer, storm water management, and landscaping. The City will also pay for City utility design fees for permanent services.
- D. The Contractor is responsible for all other permits and review fees not specifically listed in Article 1.2(C) above.
- E. The Contractor is responsible for the cost of construction-related water meter(s), water and sewer taps, fire lines and taps, and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water will be the Contractor's responsibility. Construction water does not include "test water" required to complete new water line pressure tests.
- F. The M.A.G. Standard Specification 107.12 is modified to read as follows: "The Contractor, at its own expense, is responsible for the acquisition of any necessary temporary easements for construction purposes, storage, maintenance, and refuse haul-off as indicated upon the plans, which are required in addition to existing easements or rights-of-way secured by the City."