

JOB ORDER CONTRACT – HEATING, VENTILATION, AIR CONDITIONING

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Kingman, a municipal corporation organized and existing under the laws of the State of Arizona, hereinafter called the “City”, and _____ of the City of _____, County of _____, and State of _____, hereinafter called “Contractor”.

WITNESSETH: That the Contractor and the City, in consideration of the mutual covenants herein contained, agree as follows:

Contract Name: Job Order Contract (JOC) for **HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) CONTRACTING SERVICES**

Description: GENERAL HVAC SERVICES FOR NEW INSTALLATION, MAINTENANCE AND REPAIR OF CITY OWNED SYSTEMS ON CITY OWNED PROPERTIES

Term: TWO (2) YEARS WITH THREE (3) ADDITIONAL ONE-YEAR RENEWAL OPTIONS

1. Notice to Proceed, Priority Levels, Completion Time, Retainage, and Liquidated Damages

- A. It is agreed that the City Representative will issue a Notice to Proceed prior to any work. Work to be performed under this Job Order Contract (JOC) will be referred to as Work.
- B. It is agreed that projects will be given priority levels and the levels shall be interpreted as follows:
 - a. **Priority 1 – Emergency Work must begin immediately**
 - b. **Priority 2 – Work must begin within 24 hours**
 - c. **Priority 3 – Work must start within three (3) weeks**
 - d. **Priority 4 – Work times will be mutually agreed to by both parties.**
- C. The Contractor agrees that the Work will be executed promptly, regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time, considering average climatic conditions and usual industrial conditions prevailing in the Kingman area.
- D. The City will withhold five percent (5%) from every invoice and that amount shall be held until completion of the job. These monies shall be paid to the Contractor upon final completion and acceptance of the Work.
- E. **Liquidated Damages.** Priority levels and completion times will be specified in the Notice to Proceed and in compliance with MAG Table 108-1. Applicable liquidated damages will be assessed for each day the Work remains incomplete after the scheduled completion date. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the City will sustain on account of late completion.

2. Miscellaneous

- A. Guarantee.** The Contractor will guarantee all work under this Agreement against defects of material and workmanship for a minimum of two years from the date of Final Completion.
- B. Assignment.** Neither party to this Agreement will assign the Agreement or sublet it as a whole without the written consent of the other, nor will the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the City.
- C. Contract Documents.** The following listed documents constitute the Contract Documents and they are all as fully a part of this Agreement as if repeated herein:
- 1) Construction Services Agreement
 - Scope of Work - HVAC
 - Offer Section
 - Addendum Acknowledgement
 - Non-Collusion Affidavit
 - Disclosure of Responsibility Statement
 - Certificate of Insurability
 - Contractor Immigration Warranty
 - Statutory Payment Bond
 - Statutory Performance Bond
 - Consent of Surety to Final Payment and Full Release of Contract Retainage or Substitute Securities
- D. Precedence.** In the event of any inconsistency between any of the terms of the documents enumerated above, such inconsistency will be resolved by giving precedent to the terms of the above documents in the order listed. Anything in these contract documents to the contrary notwithstanding, the provisions of all pertinent general public laws of the State of Arizona in effect at the time of the execution of this Agreement will be a part of the Agreement between the parties and will take precedence over all of the other contract documents.
- E. Cooperative Purchasing:** This contract shall be for the use of the City of Kingman. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in the contract, a political subdivision or nonprofit educational or public health institution may 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 cooperative 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.
- F. Pricing:** Pricing will be negotiated as WORK is identified. In the event a price cannot be agreed to by the parties, the City at its discretion will cease pricing discussions with Contractor and seek out another qualified JOC contractor for the WORK.

IN WITNESS THEREOF, the parties hereto have executed three (3) identical counterpart copies of this Agreement on the date and year first written above, each of which copies shall for all purposes be deemed an original hereof.

CITY OF KINGMAN

Jen Miles, Mayor

CONTRACTOR: _____

CONTRACTOR REPRESENTATIVE: _____

PRINTED NAME OF REPRESENTATIVE: _____

TITLE OF REPRESENTATIVE: _____

SCOPE OF WORK - HVAC

1. INTRODUCTION

Notice is hereby given that the City of Kingman (City) is conducting a competitive one-step process to retain up to three (3) Contractors for a Job Order Contract (JOC) to provide HVAC Services to the City of Kingman. Individual job orders could be between Five thousand (\$5000) and Two Million dollars (\$2,000,000). The term of this contract will be two (2) years with three (3) one-year renewal options. However, services will be requested on an as-needed, if-needed basis and the resultant contract is neither exclusive nor a commitment by the City that the Contractor's services will be required.

2. BACKGROUND:

Job Order Contracting is an alternative delivery method for construction of public works projects. JOC's differ from the standard project-specific, low bid contracts in that they are indefinite-quantity contracts, which can be awarded on the basis of qualifications. Best value may be considered in awarding the JOC or in awarding job orders under the JOC contract.

3. SCOPE OF REQUIRED SERVICES:

Provide JOC HVAC Services to include but not limited to:

- Repair and maintenance of existing systems.
- Removal and replacement of existing systems.
- Critical management of chemicals and gases as needed.
- Haul off of debris as required.
- Other miscellaneous related tasks as required.

4. SPECIFICATIONS

All work will be conducted by an HVAC firm properly licensed by the State of Arizona and will conform to all Federal, State and Local Building and Health Codes.

5. SAFETY

The Contractor will provide sufficient safety devices as required to establish a safety zone around the work area, prevent overspray and damages, and ventilate as necessary to provide safe breathing air to workers and other people in the area.

During the construction process, the Contractor will comply with all applicable federal, state and local (City of Kingman) health and safety laws and regulations including, but not limited to all applicable "OSHA Standards for the Construction Industry". Knowing and following OSHA Safety Standards is the Contractor's responsibility. The City may stop construction on a project until safety concerns have been corrected.

6. CLEAN UP

The Contractor will clean up all trash and debris generated by their work in a manner acceptable to the Project Manager.

OFFER SECTION

TO THE CITY OF KINGMAN:

The Undersigned hereby offers and agrees to enter into negotiations with the City to provide the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation.

For clarification, contact:

Name: _____ Company Name: _____

Phone: _____ Address: _____

Email: _____

Signature of Person Authorized to Sign

Date

Printed Name

Title

ADDENDUM ACKNOWLEDGEMENT

RECEIPT OF ADDENDA:

Contractor acknowledges receipt of the following Addenda relating to the Request for Qualifications (RFQ) for Job Order Contracting (JOC) for HVAC Services in Kingman, Arizona.

Addendum No.

Date

Company Name

Representative Name (Print)

Representative's Signature

Date

NON-COLLUSION AFFIDAVIT

STATE OF:)
) ss
CITY OF:)

(Name of Company, Representative)

being first duly sworn, deposes and says:

That she/he is _____ of _____
(Title) (Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows: That neither he/she nor anyone associated with the said

CONTRACTOR NAME: _____

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for:

Job Order Contracting - HVAC Services

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: _____ (Signature of Individual/Representative)

STATE OF:)
) ss.
COUNTY OF:)

On this the _____ day of _____, 20_____, before me, the undersigned Notary Public, personally appeared _____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____SEAL

DISCLOSURE OF RESPONSIBILITY STATEMENT

A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.

C. List any convictions or civil judgments under state or federal antitrust statutes.

D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.

E. List any prior suspensions or debarments by any governmental agency.

F. List any contracts not completed on time.

G. List any penalties imposed for time delays and/or quality of materials and workmanship.

H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

I, _____ as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements, including Company Name any supplemental responses attached hereto, are true.

BY: _____ (Signature of Individual/Representative)

STATE OF: _____)

) ss.

COUNTY OF: _____)

On this the ____ day of , 20____, before me, the undersigned NOTARY PUBLIC, personally appeared _____, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires

CERTIFICATE OF INSURABILITY

I hereby certify that as a Bidder to City of Kingman (City) for Solicitation No. _____ I am fully aware of insurance requirements contained in the Contract and by the submission of this bid. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this will constitute a material breach of this Contract and will be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Signature of Contractor

Company

Date

CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor will attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor will verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it will require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract will be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

STATUTORY PAYMENT BOND

(Penalty of bond must be 100% of the Contract Amount.)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Kingman, Arizona, a municipal corporation (hereinafter called the Obligee) in the penal sum of _____ dollars (\$ _____), for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee dated _____, 20_____, hereinafter called the Contract, for HVAC Services which Contract will be deemed a part hereof as fully as if set forth herein, and under the terms thereof the Principal has agreed to furnish a bond such as herein set forth;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal will promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, or in any amendment or extension of or addition to said Contract, then this obligation will be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond having been required of the said Principal in order to comply with the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, all rights and remedies on this bond will insure solely to such persons and will be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond will be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

IN WITNESS WHEREOF two (2) identical counterparts of this instrument, each of which will for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named,

on the _____ day of _____, 20 _____.

Principal

Seal

Surety

Seal

Agency of Record

NOTE: A certified copy of Power of Attorney of the persons signing for the Surety Company must be filed with the Bond. In the event the Power of Attorney attached hereto is revoked, the Surety will notify the city Clerk directly in writing. Said Power of Attorney will remain in full force and effect until such direct notice is given to the City.

STATUTORY PERFORMANCE BOND

(Penalty of this bond must be 100% of the Contract amount.)

KNOW ALL MEN BY THESE PRESENTS: That the City of Kingman, Arizona, a municipal corporation, by action of the Purchasing Agent on _____, 20____ has awarded to _____ hereinafter designated as the "Principal", a Job Order Contract for HVAC Services which Contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein; and

WHEREAS, said Principal is required under the terms of said Contract, and the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and _____ a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Kingman, a municipal corporation, (hereinafter called the Obligee), in the penal amount of _____ dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal will faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and will also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation will be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of said Title, Chapter and Article to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond will be entitled to such reasonable attorney's fees as may be fixed by the court of a judge thereof.

IN WITNESS WHEREOF two (2) identical counterparts of this instrument, each of which will for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named, on the ____ day of _____, 20_____.

Principal

Seal

Surety

Seal

Agency of Record

NOTE: A certified copy of Power of Attorney of the persons signing for the Surety Company must be filed with the Bond. In the event the Power of Attorney attached hereto is revoked, the Surety will notify the City Clerk directly in writing. Said Power of Attorney will remain in full force and effect until such direct notice is given to the City.

