

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

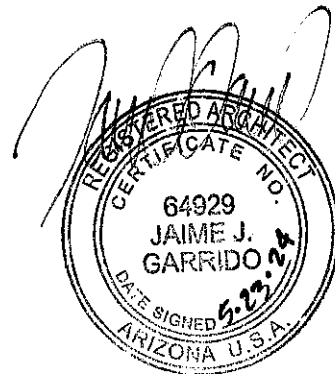


**PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS**

**ARPA US VETS WASTE AND VENT UPGRADES  
DESIGN-BID-BUILD  
PROJECT NO. AH10010002**

**PROCUREPHX PRODUCT CATEGORY CODE 912000000  
RFx 6000001603**

**AGREEMENT \_\_\_\_\_**



## TABLE OF CONTENTS

PROJECT TITLE: ARPA US VETS WASTE AND VENT UPGRADES DESIGN-BID-BUILD  
PROJECT NO.: AH10010002



### **SECTION I – Informative**

#### **Page**

(1) Call for Bids	C.F.B. - 1 to 2
(2) Information for Bidders	I.F.B. - 1 to 17
(3) Supplementary Conditions	S.C. - 1 to 12
(4) Disadvantage Business Enterprise (DBE) Clause	D.B.E.C. - 1 to 11
(5) Equal Employment Opportunity Compliance Report	E.O.C. - 1
(6) Certification with Regard to Equal Opportunity Clause	E.E.O.C. - 1 to 4
(7) American Rescue Plan Act State and Local Fiscal Recovery Funds	ARPA - 1 to 4

### **SECTION II - Submittals**

(1) Bid Proposal	P. - 1 to P.- 3
(2) Proposal Submittal	P.S. - 1
(3) Surety Bond	S.B. - 1
(4) DBE Reporting Forms EO2 and EO3	D.B.E.F. - 1 to 2
(5) Certification with Regard to Equal Opportunity Clause	E.E.O.C. - 1
(6) List of Major Subcontractors and Suppliers	L.O.S. - 1
(7) List of All Subcontractors and Suppliers	L.O.S. - 2
(8) Bidder's Disclosure Statement	B.D.S. - 1 to 4
(9) Affidavit of Identity	A.O.I. - 1
(10) Buy America Certificate	B.A.C. - 1
(11) Non-Collusion Affidavit	N.C.A. - 1
(12) Certification of Non-Segregated Facilities	N.S.F. - 1 to 2

### **SECTION III – Technical Specifications and Drawings**

#### **Pages/Sheets**

(1) Technical Specifications	34 Pages
(2) Plan Sheets	11 Pages
(3) US Vets Assessment Study by IMEG	6 Pages
(4) US Vets Investigation Report by NU-FLOW	25 Pages

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# CALL FOR BIDS

**CITY OF PHOENIX  
ARPA US VETS WASTE AND VENT UPGRADES  
DESIGN-BID-BUILD**

**PROJECT NO. AH10010002**

**PROCUREPHX PRODUCT CATEGORY CODE 912000000  
RFx 6000001603**

**BIDS WILL BE DUE: TUESDAY, JUNE 18, 2024 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, JUNE 18, 2024 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 project listed below.

The City is proposing to construct plumbing system repairs and upgrades to the U S Vets facility located at 12027 N Drive, Phoenix, AZ 85029. The facility is a four (4) stories building with a gross area of approximately 148,000 sf.

The scope of work of this project includes construction of replacement and upgrades to the existing sanitary waste and vent systems serving the resident room wing, floor one through four and sanitary waste main running below slab through building and the sanitary sewer main outside of building up to point of connection to city tap. The scope of work shall also be inclusive of replacement of damaged plumbing fixtures recently installed along with installation of plumbing fixtures currently not installed. The project also includes the repairs to wall, floor and ceiling finishes effected by the plumbing work.

The work awarded under this contract will be executed and inspected under the provisions of the currently issued permit for the building general renovation and remodeling project. Awardee will be responsible for calling applicable inspections.

This project will utilize federal funds and is subject to the requirements of Federal Regulations under the American Rescue Plan Act (ARPA) program. Participation in the Disadvantaged Business Enterprise Program is highly encouraged.

No DBE goal has been established for this project.

The City of Phoenix, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **PRE-BID MEETING**

A pre-bid meeting will be held on Friday, May 31, 2024, at 8:30 a.m., at 200 W. Washington Street, City Hall, 5<sup>th</sup> Floor, 5West Conference Room and will continue at 10:30 a.m. at the project location 12027 N. 28<sup>th</sup> Drive, Phoenix. 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, May 23, 2024, 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 accommodations for alternate formats of the bid packet by calling Annette Perez at (602) 273-3488 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 Annette Perez at (602) 273-3488 or [annette.perez@phoenix.gov](mailto:annette.perez@phoenix.gov).

Jeffrey Barton  
City Manager

Eric J. Froberg, PE  
City Engineer

Published: Arizona Business Gazette  
Date: May 23, 2024  
Date: May 30, 2024  
District: 1

## 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 shall 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 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: Annette Perez, Design and Construction Procurement

ADDRESS: 200 W. Washington Street, 5<sup>th</sup> Floor, Phoenix, AZ 85003-1611

PHONE: (602) 273-3488 E-MAIL: [annette.perez@phoenix.gov](mailto:annette.perez@phoenix.gov)

DBE 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 Annette Perez, 5th Floor, Phoenix City Hall, 200 W. Washington Street, Phoenix, Arizona 85003-1611 or via email to [annette.perez@phoenix.gov](mailto:annette.perez@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, cashier's 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: ARPA US Vets Waste and Vent Upgrades Design-Bid-Build  
City of Phoenix Project Number: AH10010002

Sealed bids will be submitted to the bid box located on the 1st 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-4 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 Certification with Regard to Equal Opportunity Clause for Contractor and Subcontractors (E.E.O.C.-1)
- Completed Documentation of DBE Small Business Outreach Efforts Form EO2, Columns A through D; Instructions are found in Section IV on pages DBEC-4 to 6 (Form EO2)
- Completed List of Major Subcontractors and Suppliers form? (Page L.O.S.-1)
- Buy American Certificate (Page B.A.C.-1)
- Non-Collusion Affidavit (Page N.C.A.-1)
- Certification of Non-Segregated Facilities (Page N.S.F.-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 4:00 p.m. The documents must be submitted to Design and Construction Procurement, 5th Floor, or can be sent by email to [annette.perez@phoenix.gov](mailto:annette.perez@phoenix.gov).

- Completed List of All Subcontractors and Suppliers form (L.O.S.-2)
- Completed Documentation of DBE Small Business Outreach Efforts with supporting documentation, Columns E and F (Form EO2); Instructions and supporting documentation are found in Section IV on pages DBEC-4 to 6 (Form EO2)
- Completed Small Business Utilization Commitment (Form EO3)
- 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.

**\*ALL DOCUMENTS NOTED AS REQUIRED IN SUBCONTRACTS MUST BE INCLUDED IN EVERY SUBCONTRACT THAT IS UPLOADED INTO THE B2G SYSTEM.**

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. **BUSINESS AND OPERATION LICENSES, PERMITS AND CERTIFICATIONS REQUIRED**

It is the responsibility of the bidder to determine whether it has the appropriate contracting licenses to perform the work. The City will make the award, if any, to the lowest responsive, responsible bidder who has the proper licenses. For all projects except Federal-aid funded projects, the bidder must have the proper licenses at the time the bid is submitted to the City. On Federal-aid funded projects, the bidder is not required to have the licenses at the time of bidding, but it must procure the licenses before award can be made, and no later than 60 days after the date bids are opened. Licensing information is available from the Arizona Registrar of Contractors.

Prior to award of the contract, the successful bidder must provide Design and Construction Procurement its Contractor's License Classification and number, its City of Phoenix Privilege License number and Federal Tax Identification number.

Bidder shall submit the Bidder's Disclosure Statement as set forth in Pages B.D.S. - 1 to B.D.S. - 4 within five calendar days of bid opening by 5:00 p.m. Bidder will be deemed nonresponsive and the bid rejected if Bidder 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-responsible 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 of 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 **STANDARD RISK LEVEL**. 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.

**Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

**Employee Identification and Access:** Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

**Key Access Procedures:** If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

**Stolen or Lost Badges or Keys:** Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

**Return of Badge or Key:** All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

**Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee:	\$55.00 per badge
Lost/Stolen Badge Fee:	\$55.00 per badge
Replacement Key Fee:	\$55.00 per key
Replacement Locks:	\$55.00 per lock

The current risk level and background screening required is **STANDARD RISK**.

A standard risk background screening will be performed when the Contract Worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

**Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor Worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

**Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Consultant will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Consultant must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Consultant further certifies and warrants that Consultant has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

**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 Street Transportation Department's Design and Construction Management (DCM) 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 DCM 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. In order to fulfill this requirement, the contractor shall 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 shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the City 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. **CONTRACTOR AND SUBCONTRACTOR RECORDS**

The contractor, subcontractors and all suppliers shall keep and maintain all books, papers, records, files, accounts, reports, bid documents with backup data, including electronic data, and all other material relating to the contract and project for five years following completion and acceptance of the work.

All the above material shall be made available to the City for auditing, inspection and copying and shall be produced, upon request.

The contractor shall insert the above requirement in each subcontract, purchase order and

lease agreement and shall also include in all subcontracts a clause requiring subcontractors to include the above requirement in any lower-tier subcontract, purchase order or lease agreement.

**BB. FEDERAL IMMIGRATION AND NATIONALITY ACT**

The contractor, including all subcontractors, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance.

By submission of a bid, the contractor warrants that the contractor and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The Agency may, at its sole discretion, require evidence of compliance from the contractor or subcontractor. Should the Agency request evidence of compliance, the contractor or subcontractor shall have ten working days from receipt of the request to supply adequate information. The City will accept, as evidence of compliance, a showing by the contractor or subcontractor that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service. The contractor shall include the requirements of the provisions of ADOT Standard Specifications Subsection 107.19 in all its subcontracts.

Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The City will reduce the contractor's compensation by \$10,000 for the initial instance of non-compliance by the contractor or a subcontractor. Should the same contractor or subcontractor commit subsequent violations within a two-year time-period from the initial violation, the contractor's compensation will be reduced by \$50,000 for each violation. The third instance by the same contractor or subcontractor within a two-year period may result, in addition to the \$50,000 reduction in compensation, in removal of the offending contractor or subcontractor, suspension of work in whole or in part or, in the case of a third violation by the contractor, termination of the contract for default. In addition, the City may debar a contractor or subcontractor who has committed three violations within a two-year period for up to one year. For purposes of this paragraph, a violation by a subcontractor does not count as a violation by the contractor.

Any delay resulting from a sanction under this subsection is a non-excusable delay. The contractor is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

**CC. 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.

DD. **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.

EE. **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.

FF. **ARPA GUIDELINES**

This project is ARPA funded. As a request, use the following as a guide to follow when utilizing DBE firms:

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps must include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and Go to <https://utracs.azdot.gov/> as a resource.

GG. **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:

- 1.1 Availability of sanitized cool drink water free of charge at locations that are accessible to all employees and contract workers.
  - 1.2 Ability to take regular and necessary breaks as needed and additional breaks for hydration.
  - 1.3 Access to shaded areas and/or air conditioning.
  - 1.4 Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
  - 1.5 Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
  - 1.6 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.
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- 2.1 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. If unit pricing is required in the proposal, the extensions and additions will be verified to assure correctness. Award will be based on the revised total if any errors are found. Additionally, the Contractor shall comply with the DBE requirements as detailed in the DBE clause. 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.

The work awarded under this contract will be executed and inspected under the provisions of the currently issued permit for the building general renovation and remodeling project. Awardee will be responsible for calling applicable inspections.

2. **103 AWARD AND EXECUTION OF CONTRACT, Add the following to Subsection 103.5, REQUIREMENT OF CONTRACT BONDS:**

1. 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 shall 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 shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract. The bonds shall be made payable and acceptable to the City of Phoenix. The bonds shall 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 shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is submitted, it shall be for twice the total contract amount. If two Powers of Attorney are submitted, each shall 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.

2. BONDING COMPANIES

All bonds submitted for this project shall 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.

3. **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 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
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- 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:**

##### **1. 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**.

##### **2. 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.

### 3. 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.**

### 4. SUBCONTRACTORS

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.

### 5. 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 Indemnatee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnatee'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 Indemnatee 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.

**4. 104 SCOPE OF WORK, Add the following to Subsection 104.1.2 MAINTENANCE OF TRAFFIC:**

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

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

**5. 105 CONTROL OF WORK, Add the following to Subsection 105.1, AUTHORITY OF THE ENGINEER:**

**1. CONTRACT ADMINISTRATION**

The definition of "Engineer" will read as follows:

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

**2. 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 Street Transportation Department, VPM, will schedule a Pre-Construction Conference.

Construction administration will be provided by City of Phoenix, Street Transportation Department, Vertical Project Management Section (VPM)

The purpose of this conference is to establish a working relationship between the Contractor, the City and building user groups. 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 during construction and establishment of the notice to proceed date. The Contractor will also provide copies of all purchase orders and/or contracts with DBE 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.

**3. 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.

6. **105 CONTROL OF WORK, Add the following to Subsection 105.2 PLANS AND SHOP DRAWINGS:**

The Contractor shall 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 shall be submitted sufficiently in advance to allow adequate time for City review(s) and approval. The Contractor shall 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.

A separate transmittal shall be used for each specific item type, class of material or equipment for which a submittal is required. Multiple items under one transmittal will only be allowed when the items taken together constitute a complete manufacturer's package, or are so functionally related that the entire package should be reviewed as a whole. The contractor shall submit six (6) hard copies of each shop drawing for review. **Email or FAX submittals will not be accepted.**

The Contractor shall 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.

7. **105 CONTROL OF WORK, Add the following to Subsection 105.15 ACCEPTANCE, paragraph (B) Final Acceptance:**

1. SUBSTANTIAL COMPLETION

The work may be judged substantially complete when all construction 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 shall have thirty (30) days thereafter to complete punch list work, unless additional time is granted--in writing--by the Engineer. In no case shall 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.

2. 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.

### 3. 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 all claims arising out of the contract.

### 8. **107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC, Add the following new paragraphs to Subsection 107.1, LAWS TO BE OBSERVED:**

#### (A) FAIR TREATMENT OF WORKERS

The Contractor shall 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 shall 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 shall 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.

### 9. **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 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.

10. **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 monthly. 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.

**11. 108 COMMENCEMENT, PROSECUTION AND PROGRESS, Add the following to Subsection 108.5, LIMITATION OF OPERATIONS:**

**1. WORK HOURS**

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

Work in excess of regular working hours shall be defined as overtime. For overtime which becomes necessary, the Contractor shall make a written request to the Engineer at least eight (8) calendar days before the desired overtime. The request shall include the duration, dates, times, reason for overtime, and a statement of the consequences if overtime is not approved.

The Contractor shall not schedule any overtime work which requires inspection, survey, or material testing without written permission from the Engineer two (2) working days before the proposed overtime work. The Engineer reserves the right to deny the requested overtime. If an overtime request is denied, the Engineer may extend the contract time at no additional cost to the City, including extended overhead costs.

**Unscheduled Overtime**

Overtime that is not requested and approved in accordance with the above procedure shall be defined as unscheduled overtime. All costs (including appropriate overhead) shall be paid by the Contractor by deduction from the contract.

**Emergency Overtime**

An emergency is defined as work required for a situation that is not within the Contractor's control. With the Engineer's approval, the Contractor will be permitted to work overtime without being responsible for paying the City's costs.

**12. 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.

**13. 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.

**14. 109 MEASUREMENTS AND PAYMENTS, Add the following to Subsection 109.2, SCOPE OF PAYMENT:**

**1. PARTIAL PAYMENTS**

The contracting agency will make a partial payment to the Contractor based on an approved estimate prepared by the Engineer or the Contractor for 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.

**2. 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.

**15. 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.

It will be understood that this allowance item is an estimate only and is based on change order history of similar projects. It will not be utilized without Owner approval. It is further understood that authorized extra work, if any, may be less than the allowance item.

**16. 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.



## City of Phoenix

### Disadvantaged Business Enterprise Program

#### DBE –Design Bid Build (DBB) Contract Clause Race & Gender-Neutral – Non-Negotiated

**PROJECT NO: AH10010002**

**CONTRACT #:**

**PROJECT NAME: ARPA US Vets Waste and Vent Upgrades Design-Bid-Build**

Phoenix is one of the fastest growing, multicultural cities in the country and has shown a historical commitment to business diversity. The City and its partners strive to advance the economic growth of small businesses through its Disadvantaged Business Enterprise (DBE) Program.

The City of Phoenix DBE Program is managed and administered by the City's Equal Opportunity Department, Contract Compliance Division. Through a coordinated effort among several city departments and partner agencies, the DBE Program provides certification and opportunities in construction, purchasing, management and technical assistance, educational services, and networking.

#### **SECTION I. DEFINITIONS**

**Agency** means the City of Phoenix for purposes of this Contract.

**Arizona Unified Certification Program (AZUCP)** means a consortium of government agencies organized to provide reciprocal DBE certification within Arizona pursuant to 49 Code of Federal Regulations (CFR) Part 26. The official DBE database containing eligible DBE firms certified by AZUCP can be accessed at: <https://utracs.azdot.gov>. The certification system is called the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

**Business to Government Now (B2G)** means the web-based certification and compliance system used to track and monitor DBE and Small Business Participation. The B2G system can be accessed at: <https://phoenix.diversitycompliance.com>

**Contract** means a legally binding relationship obligating a seller to furnish supplies or services (including construction and professional services) and the buyer to pay for them.

**DBE Compliance Specialist** means an Agency employee responsible for compliance with this DBE Contract Clause.

**EOD** means the City of Phoenix Equal Opportunity Department.

**Joint Venture (JV)** means 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, asset, and labor of the participants must be combined in an effort to accrue profit.

**Outreach Efforts** means the diligent and good faith efforts demonstrated by a Bidder to solicit participation from interested and qualified DBEs and other Small Businesses. Bidder shall identify and document potential business opportunities for DBEs and other Small Businesses, describe what efforts were undertaken to solicit DBE and Small Business participation, disclose results of negotiations with Small Businesses, and communicate and record Bidder's selection decisions relating to DBE and Small Business participants.



## City of Phoenix

### Disadvantaged Business Enterprise Program

**Disadvantaged Business Enterprise (DBE)** means a Small Business Concern that has successfully completed the DBE certification process and has been granted DBE status by an AZUCP member pursuant to the criteria contained in 49 CFR Part 26.

**Commercially Useful Function** means that a DBE is responsible for executing the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE is presumed not to be performing a Commercially Useful Function.

**Goods and Services Providers** are firms that provide goods and services that represent a Commercially Useful Function directly to Transit as a DBE or Small Business.

**Manufacturer** means a firm that owns; operates or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the recipient, successful bidder, or Transit Vehicle Manufacturer.

**Regular dealer/broker** 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 released to the public in the usual course of business.

**Supplier** means a firm that engages in, as its principal business, the purchase and sale of material or supplies required for the performance of a contract. The firm must own, operate, and maintain a store, warehouse or other establishment where the supplies are bought, kept in stock, and regularly sold to the public in the usual course of business.

**Small Business Concern (SBC)** means, with respect to firms seeking to participate in contracts funded by the U.S. Department of Transportation (US DOT), a Small Business Concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing the Act (13 CFR part 121), which Small Business Concern does not exceed the cap on average annual gross receipts specified in 49 CFR § 26.65(b). "Small Business" and "Small Business Concern" are used interchangeably in this DBE Contract Clause.

**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 firms is located at <https://phoenix.diversitycompliance.com>.

**Race- and Gender-Neutral (RGN) Measures** means a measure or program that is or can be used to assist all Small Businesses.

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

**Subcontractor** means an individual, partnership, JV, corporation or firm that holds a contract at any tier below the prime contract, including a vendor under a purchase order.

**Submitter** means an individual, partnership, JV, contractor, corporation, or firm that tenders a submittal to the Agency to perform services requested by a solicitation or procurement. The submittal may be direct or through an authorized representative. (Submitter is inclusive of the terms: *Bidder, Offeror, Proposer, Respondent*, etc.).



## City of Phoenix

### Disadvantaged Business Enterprise Program

**Responsive Submitter** means a firm that has met the minimum program requirements as outlined in the solicitation and due at the time of submittal.

**Successful Submitter** means a firm that has been awarded the contract by the Agency to perform services or furnish supplies requested by a solicitation or procurement.

**Responsible Submitter** means a firm that has been selected to continue in the procurement process by the Agency.

**Transit Vehicle Manufacturers (TVMs)** means any manufacturer whose primary business purpose is to manufacture vehicles specifically built for public mass transportation. Such vehicles include, but are not limited to buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Producers of vehicles that receive post-production alterations or retrofitting to be used for public transportation purposes (e.g., so-called cutaway vehicles, vans customized for service to people with disabilities) are also considered transit vehicle manufacturers. Businesses that manufacture, mass-produce, or distribute vehicles solely for personal use and for sale “off the lot” are not considered transit vehicle manufacturers.

**Transit Vehicle Manufacturers Goals** for FTA recipients each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26.49.

## SECTION II. GENERAL REQUIREMENTS

### A. **Applicable Federal Regulations**

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race- and gender-conscious DBE participation goal for this Contract, the Agency must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Successful Bidder shall provide all relevant information to enable the required reporting.

### B. **DBE Participation**

For this solicitation, the Agency has *not* established a race- or gender-conscious DBE participation goal. The Agency extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Agency uses race- and gender-neutral measures to facilitate participation by DBEs and Small Businesses. The Agency *encourages* each Bidder to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Bidder might otherwise perform with its own forces.

### C. **Small Business Participation**

The Agency will track the participation of all approved businesses throughout the life of this contract. The Agency will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at [www.ecfr.gov](http://www.ecfr.gov) (49 CFR Part 26.39).

### D. **DBE Certification**

*Only* firms (1) certified by the Agency or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Agency's tracking and reporting obligations to USDOT.



## City of Phoenix

### Disadvantaged Business Enterprise Program

#### **E. Civil Rights Assurances.**

As a recipient of USDOT funding, the Agency has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Agency and the Successful Bidder, and each Subcontract signed by the Successful Bidder and a Subcontractor, must include the following assurance verbatim:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Phoenix deems appropriate."

Note: For purposes of the required Contract and Subcontract language above, Successful Bidder is the "contractor" awarded the contract.

### **SECTION III. REQUIRED OUTREACH EFFORTS**

The Agency has implemented outreach requirements for this Contract. Specifically, Bidders shall: (1) identify small-business-participation opportunities, including Commercially Useful Functions; (2) actively solicit proposals from small businesses; (3) evaluate small-business proposals; and (4) communicate selection decisions to small businesses, including each rejection of a small-business proposal. If a Bidder fails to conduct these Outreach Efforts or fails to submit the required documentation of Bidder's Outreach Efforts as indicated in Section IV, Parts A and B below, the Agency may determine that the Bidder is nonresponsive. A determination of non-responsiveness *disqualifies* Bidder from further consideration for the Contract award.

### **SECTION IV. BID REQUIREMENTS**

#### **A. Documentation due at time of bid:**

All required Outreach Efforts documentation due with the bid must be submitted in a separate sealed envelope with the bid submittal.

##### **1. Form EO2 (Outreach Efforts)**

Each Bidder shall submit Form EO2 with Columns A through D completed to document their diligent and earnest Outreach Efforts.

Each Bidder shall list in Form EO2 all Small Businesses contacted by Bidder in preparing its bid. Each Bidder shall also provide the following minimum information to document its Outreach Efforts. The DBE Compliance Specialist will consider this information to determine whether Bidder has demonstrated the required Outreach Efforts:

##### **a. Column A - Small Business Name and Contact Information**

Must list each business's full legal name and contact information. Successful Bidder shall inquire to obtain the following: the number of its employees, number of years in business and its estimated range of annual gross receipts.

##### **b. Column B - Business Status**

Indicate the business status. Check all that apply, if known.

- The official DBE database containing eligible DBE and SBC firms can be accessed at: <https://utracs.azdot.gov>



## City of Phoenix

### Disadvantaged Business Enterprise Program

- City of Phoenix SBE Certification Directory can be accessed at:  
<https://phoenix.diversitycompliance.com>

**c. Column C - Scope(s) of Work Solicited**

List the scope(s) of work solicited for which the small business was considered for participation in the proposal. The solicitation shall include a description of the scope(s) of work being requested.

**d. Column D - Solicitation Method**

Indicate the solicitation method by which each small business was contacted for your outreach efforts and provide supporting documentation. Supporting documentation must include a copy of the actual solicitation sent to Small Businesses. The solicitation may be in the form of letters or attachments to email, phone logs, newspapers and trade papers, outreach events, etc. If using a log as supporting documentation, it must include:

- List the Solicitation Method
- Name of Bidder's Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

Each Bidder shall complete Columns A through D on Form EO2 in accordance with the following instructions:

1. Each Bidder shall actively contact Small Businesses for each scope of work or business opportunity selected for Outreach Efforts (**Columns A and C**).
2. Bidder's contacts with Small Businesses should occur well before the deadline for the bid to afford the firms contacted a reasonable opportunity to prepare a proposal and participate in the Contract.
3. Bidder shall ask each firm to indicate the number of its employees (**Column A**).
4. For each Small Business's annual gross receipts, Bidder shall ask the firm to indicate the gross-receipts bracket into which it fits (e.g., less than \$500,000; \$500,000 – \$1 million; \$1 – 2 million; \$2 – 5 million; etc.) rather than requesting an exact figure (**Column A**).

**B. Documentation due within FIVE (5) CALENDAR DAYS of the Bid Deadline**

All required Outreach Efforts documentation is due within the five (5) calendar days of the bid deadline must be submitted in a sealed envelope.

**1. Form EO2 (Outreach Efforts)**

Each Bidder shall submit **Form EO2 with Columns E and F** completed to document its diligent, earnest Outreach Efforts.

**a. Column E - Selection Decision**

Indicate the Successful Bidders selection decision for each small business that responded to the solicitation.

*If selected, indicate the Dollar Value.*

*If not selected, provide an explanation why firm was NOT selected.*



## City of Phoenix

### Disadvantaged Business Enterprise Program

#### b. **Column F - Method of Communication of Final Selection Outcome**

The Successful Bidder must notify the final selection outcome to all small businesses that responded. The supporting documentation for this notification may be in the form of an email, fax, letter, in person or a telephone log, etc. This documentation must show the following information regarding the final selection:

- List the Selection Outcome
- Name of Bidder's Representative
- Name of Company Contacted
- Name of Person Contacted
- Date and Time of Contact
- Details of the Communication

\*Successful Bidder shall provide supporting documentation that shows Bidder has communicated its final selection decisions and outcomes to all Small Businesses, including those not chosen to participate in this Contract.

#### 2. **Form EO2 Supporting Documentation**

Each Bidder shall complete and submit supporting documentation of its Outreach Efforts related to Form EO2 – as specifically related to Columns E & F.

- Within FIVE (5) Calendar Days of the Bid Deadline, Bidder shall submit all supporting documentation of Bidder's contacts with Small Businesses for each scope of work or business opportunity in regard to their Outreach Efforts.
- This documentation must include: (1) descriptions of scopes of work and business opportunities identified for Small Business participation, and (2) a copy of the actual solicitation sent to interested Small Businesses. The solicitation may be in the form of a letter, attachment to an e-mail, advertisements in newspapers and trade papers, or written communications with chambers of commerce.
- For all of the above documentation, if Bidder uses a blast e-mail or fax format, the documentation submitted must include a copy of the e-mail or fax, and Bidder must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of the transmission. For telephone contacts, Bidder shall document the date and time of the call and the names of the respective persons representing Bidder and the Small Business.
- Bidder shall submit documentation that establishes how Bidder communicated its selection decisions and outcomes to each Small Businesses **SELECTED OR NOT SELECTED** for this Contract. This documentation may be in the form of a letter, e-mail, or a telephone log and must show the name of the person contacted and date.
- For all of the above documentation, if Bidder uses an email blast or fax format, the documentation submitted must include a copy of the e-mail or fax, and Bidder must disclose all e-mail addresses and fax numbers to which the solicitation or outcome notification was sent and the date and time of the transmission. For telephone contacts, Bidder shall document the date and time of the call and the names of the respective persons representing Bidder and the Small Business.



## **City of Phoenix**

### **Disadvantaged Business Enterprise Program**

#### **3. Form EO3 (Small Business Utilization Commitment)**

Due within FIVE (5) CALENDAR DAYS of the Bid Deadline. Bidder shall complete, sign, date and submit Form EO3 within the five (5) calendar days of the bid deadline, EO3 commits Bidder to the Agency as follows:

- a. The firms indicated as "Selected" on Form EO2 – Small Business Outreach Efforts will participate in the Contract;
- b. Bidder will comply with the Race- and Gender-Neutral post-award requirements as stated in the DBE contract clause;
- c. Any and all changes or substitutions will be authorized by the Compliance Specialist before implementation; and
- d. The proposed total Small Business participation percentage is true and correct.

Bidder shall ensure that the dollar amount or percentages proposed for Small Business participation on Form EO2 equal the total percentage proposed in Form EO3.

#### **C. Failure to Meet Outreach Requirements**

The DBE Compliance Specialist will determine, in writing, whether the Bidder has satisfied all outreach requirements. If the DBE Compliance Specialist determines the Bidder failed to satisfy the outreach requirements, then the DBE Compliance Specialist may determine the bid is nonresponsive. A determination of non-responsiveness *disqualifies* Bidder from further consideration for the Contract award. The Agency shall send written notice to Bidder stating the basis for the DBE Compliance Specialist's decision.

#### **D. Administrative Reconsideration**

In the event the City determines the Bidder failed to submit required documentation to meet the Small Business Outreach Requirements, an opportunity for reconsideration of this determination will be provided. This opportunity for reconsideration will seek to obtain clarification of documentation submitted with the bid.

Within three business days of being informed by the City that the Bidder is not responsive based on insufficient demonstration and/or documentation of Outreach Efforts, the Bidder may submit its written request to:

**City of Phoenix Equal Opportunity Department  
Office of the Director  
200 W. Washington St., 15th Floor  
Phoenix, AZ 85003**

If the request for Administrative Reconsideration is not submitted within the allotted three business days, the non-responsive Bidder shall not utilize the DBE Program submittal requirements as the basis for its future protest.

As part of this reconsideration process, the Bidder will have an opportunity to provide written clarification or argument concerning the issue of whether it met the Outreach Requirements or

provided sufficient supporting documentation of this efforts at the time of bid. As the Disadvantaged Business Enterprise Liaison Officer (DBELO) for the City, The Equal Opportunity Director shall review solely the written clarification or argument, along with any document(s) originally submitted at the time of bid. No new or revised forms or supporting documentation will be reviewed for consideration.



## **City of Phoenix**

### **Disadvantaged Business Enterprise Program**

The DBELO or his designee will send the Bidder a written decision on the reconsideration, explaining the basis for finding that the Bidder did or did not meet the Small Business Outreach Requirements. The result of the DBE reconsideration process is not administratively appealable and cannot be escalated or included in any other protest not related to the DBE Program.

#### **SECTION VI. POST-AWARD COMPLIANCE REQUIREMENTS**

##### **A. Subcontracting Commitment**

The small business subcontractors identified and accepted in the Small Business Outreach documents must have an executed contract\* in place prior to the performance of work.

Successful Bidder shall submit to Agency, through the B2G system, all executed contracts, purchase orders, subleases, JV agreements, and other arrangements formalizing agreements between Successful bidder and all subcontractors, upon execution throughout the life of this contract.

The Successful Bidder shall not terminate any approved DBE or Small Business Subcontracts, nor shall the Successful Bidder alter the scope of work or reduce the Subcontract amount, without the DBE Compliance Specialist's prior written approval. Any request to alter a DBE or Small Business Subcontract must be submitted in writing to the DBE Compliance Specialist before any change is made. If the Successful Bidder fails to do so, the Agency may declare Successful Bidder in breach of contract.

\*Executed contracts and all lower tier contracts must contain the required Civil Rights Assurances and Prompt Payment provisions.

##### **B. Post-Award Relief from Small Business Requirements**

After Contract award, the Agency will not grant relief from the proposed Small Business utilization except in extraordinary circumstances. The Successful Bidder's request to modify Small Business participation must be in writing to the DBE Compliance Specialist, which has final discretion and authority to determine if the request should be granted.

The Successful Bidder's waiver request must contain the amount of relief being sought, evidence demonstrating why the relief is necessary, and any additional relevant information the DBE Compliance Specialist should consider. The Successful Bidder shall include with the request all documentation of its attempts to subcontract with the Small Business and any other action taken to locate and solicit a replacement Small Business.

If an approved DBE allows its DBE status to expire or its DBE certification is removed during the course of the subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scopes of work negotiated after expiration or revocation of the DBE's certification may be counted. Likewise, any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

##### **C. Counting Small Business Participation**

The prime contractor may only count expenditures to AZUCP certified DBE subcontractors that perform a commercially useful function on the contract. A DBE performs a commercially useful function when it 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 DBE subcontractor must perform a minimum of 30% of its subcontract value with its own



## City of Phoenix

### Disadvantaged Business Enterprise Program

workforce and equipment before its participation can be counted. DBEs must manage and control the performance of its contract and not be dependent on the prime's personnel and equipment to complete its work. Scope(s) of work not covered in the DBE firm's certification description **will not** be counted as DBE participation.

#### Commercially Useful Function & Counting of DBE Trucking/Hauling:

**49 CFR Part 26.55 Section (d)** defines Commercially Useful Function and the counting of DBE participation Trucking/Hauling as follows:

- The DBE must be responsible for **the management and supervision of the entire trucking operation for which it is responsible on a particular contract**, and there cannot be a contrived arrangement for the purpose achieving DBE participation.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
- Amounts paid for dump fees or materials being hauled/dumped cannot be counted as DBE participation.

#### Counting DBE certified Manufactures, Suppliers, and Brokers:

**49 CFR Part 26.55 Section (e)** permits the counting of expenditures with DBEs for materials or supplies toward DBE participation as provided in the following:

- If the materials or supplies are obtained from a **DBE manufacturer**, count 100 percent of the cost of the materials or supplies toward DBE participation,
- If the materials or supplies are purchased from a **DBE regular dealer (supplier)**, count 60 percent of the cost of the materials or supplies toward DBE participation.
- If materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, **(broker or manufacturer's rep.)** count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies toward DBE participation.

If an approved DBE allows its DBE certification to expire, or the certification is revoked during the course of the Subcontract, the Agency will consider all work performed by the DBE under the original contract to count as DBE participation. No increased scope of work negotiated after expiration or revocation of the DBE's certification may be counted. Any work performed under a Contract extension granted by the Agency may not be counted as DBE participation.

#### **D. Small Business Substitutions or Terminations**

As set forth in 49 CFR Section 26.53 (f)(1)(2)(3) after Contract award, the Agency will not allow substitution or termination from the proposed Small Business utilization except in

D.B.E.C - 9

#### **Equal Opportunity Department**

200 W. Washington St., 15th Floor, Phoenix, AZ 85003  
602-262-7716/Voice | 602-534-1124/Fax | 602-534-1557/TTY



## City of Phoenix

### Disadvantaged Business Enterprise Program

extraordinary circumstances. The Successful Bidder's request to modify Small Business participation must be in writing to the Phoenix DBE Compliance Specialist.

Successful Bidder's written request must set forth the amount of substitution or why termination is sought, evidence that demonstrates why it is necessary, and any additional relevant information that the Phoenix DBE Compliance Specialist should consider. The Successful Bidder shall include with the request all documentation of Bidder's attempts to subcontract with the Small Business and any other action taken to locate and solicit a replacement Small Business.

If the Small Business was approved by the Agency, the Phoenix DBE Compliance Specialist will consider whether or not the Successful Bidder has exercised diligent and good-faith efforts to find another Small Business as a replacement. The Successful Bidder shall notify the Phoenix DBE Compliance Specialist in writing of the necessity to substitute a Small Business and provide specific reason(s) for the substitution or replacement. Actual substitution or replacement of a Small Business may not occur before the Phoenix DBE Compliance Specialist's written approval has been obtained.

#### **E. Prompt Payment of Subcontractors**

The prompt payment clause shall be included in every contract and subcontract.

Per A.R.S. § 32-1129.01 the Successful Bidder must promptly pay its subcontractors, subconsultants, or suppliers **within seven (7) calendar days**. If the Successful Bidder diverts any payment received for a DBE's,

Small Business's, or other Subcontractor's work performed on the Contract or fails to reasonably account for the application or use of the payment, the Agency may declare the Successful Bidder in breach of contract.

Under the prompt-payment provisions of 49 CFR Part 26, the Successful Bidder must ensure prompt and full release of retentions to Subcontractors and suppliers when their scope of work is complete, and the Agency has paid Successful Bidder for the work. The Successful Bidder shall pay each Subcontractor's and supplier's retention no later than 30 days after the Agency has paid for the scope(s) of work, regardless if there's outstanding retention held against the Successful Bidder. If the Agency reduces the Successful Bidder's retention, the Successful Bidder shall correspondingly reduce the retentions of Subcontractors and suppliers that have performed satisfactory work.

Nothing in this section prevents the Successful Bidder from enforcing its Subcontract with a Subcontractor or supplier for defective work, late performance, and other claims arising under the Subcontract.

#### **F. Remedies**

If the Successful Bidder fails to comply with these contract provisions and the requirements set forth in 49 CFR 26.101 and 26.103, the Agency may take any one or more of the following actions:

1. Withhold future payments, including retention, until the Successful Submitter is determined to be in compliance;
2. Cancel the Contract.



## City of Phoenix

### Disadvantaged Business Enterprise Program

#### SECTION VII. RECORDS & REPORTING REQUIREMENTS

##### **A. Records**

During performance of the Contract, the Successful Bidder shall keep all records necessary to document Small Business participation. The Successful Bidder 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:

1. A complete listing of all Subcontractors and suppliers on the project;
2. Each Subcontractor's and supplier's scope performed;
3. The dollar value of all subcontracting work, services, and procurement;
4. Copies of all executed Subcontracts, purchase orders, and invoices; and
5. Copies of all payment documentation and Change Orders.

##### **B. Reports**

Successful Bidder is required to file the following payment reports in the B2G system:

##### **1. Progress Payments:**

By the 15<sup>th</sup> of ***each*** month, the Successful Bidder must enter payment information and related supporting documentation into the Agency's web-based certification and compliance reporting system.

- a. The total of all payments received from the Agency during the previous month.
- b. All payments made to Subcontractors during the previous month.

The Successful Bidder is responsible for ensuring that subcontractors confirm receipt of payment in the B2G system by the end of each month.

##### **2. Final Payment:**

Before the Agency processes the Successful Bidder's final payment and/or outstanding retention held against the Successful Bidder, the Successful Bidder shall notate in the B2G system:

- a. The payment to each subcontractor is considered "Final".
- b. Every subcontractor must confirm they have received full and "Final" payment in the B2G system.
- c. For federal reporting purposes, Attachment E must be completed and signed by the Successful Bidder and DBE firm(s) prior to Successful Bidder receiving final payment.

The Successful Bidder is responsible for ensuring that subcontractors confirm the receipt of full and "Final" payment in the B2G system.

**Disadvantaged Business Enterprise (DBE) Program**  
**DBE-Race & Gender Neutral (Non-Negotiated)**  
**Form EO2 SMALL BUSINESS OUTREACH EFFORTS**

<b>Bidder's Name:</b>	<b>Contract # / Project #:</b> AH10010002	<b>Contract Name:</b> ARPA US Vets Waste and Vent Upgrades DBB
<b>Email:</b>	<b>Phone #:</b>	<b>Point of Contact:</b>

Each bidder must conduct outreach efforts and submit documentation of those outreach efforts as described in the Disadvantaged Business Enterprise (DBE) Program Race & Gender Neutral Contract Clause. Detailed instructions for this form are included in the Contract Clause. Supporting documentation is required for Columns D and F. Bidders should make additional copies of this form as needed for their submittal.

(A) Small Business Name and Contact Information	(B) Business Status	(C) Scope(s) of Work Solicited	(D) Solicitation Method	(E) Selection Decision*	(F) Communication Final Selection Outcome*
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="flex: 2; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 2; padding-left: 5px;">Email or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Number of Years in Business:</div> <div style="flex: 2; padding-left: 5px;">Range of Annual Gross Receipts:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<b>List Scope(s) of Work</b>        <b>Estimated percentage of total contract value:</b> <div style="text-align: center;">%</div>	<input type="checkbox"/> E-mail Blast  <input type="checkbox"/> Phone Call  <input type="checkbox"/> In-Person  <input type="checkbox"/> Newspaper  <input type="checkbox"/> Website  <input type="checkbox"/> Trade Listing  <input type="checkbox"/> Outreach Event  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected  <div style="text-align: center;">Dollar Value:</div>  <input type="checkbox"/> Firm was not selected  Provide explanation of why firm NOT selected <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date Firm was Notified:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Method used to Communicate Selection:</div> <div style="padding-left: 10px;"> <input type="checkbox"/> Email  <input type="checkbox"/> Phone  <input type="checkbox"/> Fax  <input type="checkbox"/> Letter  <input type="checkbox"/> In person         </div>
<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Name:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Address:</div> <div style="display: flex; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="flex: 2; border-right: 1px solid black; padding-right: 5px;">City, State, Zip:</div> <div style="flex: 1; padding-left: 5px;">Number of Employees:</div> </div> <div style="display: flex; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Phone Number:</div> <div style="flex: 2; padding-left: 5px;">Email or Fax:</div> </div> <div style="display: flex; border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;">Number of Years in Business:</div> <div style="flex: 2; padding-left: 5px;">Range of Annual Gross Receipts:</div> </div>	<input type="checkbox"/> DBE  <input type="checkbox"/> SBC - Small Business Concern  <input type="checkbox"/> SBE - City of Phoenix Certified  <input type="checkbox"/> Unknown	<b>List Scope(s) of Work</b>        <b>Estimated percentage of total contract value:</b> <div style="text-align: center;">%</div>	<input type="checkbox"/> E-mail Blast  <input type="checkbox"/> Phone Call  <input type="checkbox"/> In-Person  <input type="checkbox"/> Newspaper  <input type="checkbox"/> Website  <input type="checkbox"/> Trade Listing  <input type="checkbox"/> Outreach Event  <input type="checkbox"/> Other	<input type="checkbox"/> Firm was selected  <div style="text-align: center;">Dollar Value:</div>  <input type="checkbox"/> Firm was not selected  Provide explanation of why firm NOT selected <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Date Firm was Notified:</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Method used to Communicate Selection:</div> <div style="padding-left: 10px;"> <input type="checkbox"/> Email  <input type="checkbox"/> Phone  <input type="checkbox"/> Fax  <input type="checkbox"/> Letter  <input type="checkbox"/> In person         </div>



**City of Phoenix**

**Disadvantaged Business Enterprise (DBE) Program**

**FORM EO3 SMALL BUSINESS UTILIZATION COMMITMENT (RGN)**  
**(Due within 3 calendar days of the bid deadline.)**

<b>Project Numbers:</b> <b>AH10010002</b>	<b>Project Title:</b> <b>ARPA US Vets Waste and Vent Upgrades Design-Bid-Build</b>
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On behalf of the Successful Bidder, I certify under the penalty of perjury that the information submitted herein is true and correct:

1. The firms indicated as "Selected" in **Form EO2 Small Business Outreach Efforts**, will participate in this contract;
2. The Successful Bidder will comply with the Race- and Gender-Neutral post-award compliance requirements as stated in the DBE contract clause;
3. Successful Bidder understands and agrees that any and all changes or substitutions to subcontracts with DBE's and Small Businesses must be authorized by the Phoenix DBE Compliance Specialist prior to implementation; and
4. The following statements are true and correct:

The Proposed Total Small Business percentage on this contract will be:

\_\_\_\_\_ %

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

Company Mailing Address: \_\_\_\_\_

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

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

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORTS

(Project, Training and Annual)

Federal-Aid Projects

February 1, 1977; Revised July 1, 1978; Revised November 3, 1980 Revised April 15, 1981; Revised September 7, 1983; Revised October 15, 1998; Revised August 1, 2005; Revised March 1, 2015; Revised October 20, 2015

### **ANNUAL REPORT:**

For each contract in the amount of \$10,000 or more, and for each subcontract regardless of tier not including material suppliers, in the amount of \$10,000 or more, the contractor and each subcontractor regardless of tier shall submit an annual Equal Employment Opportunity (EEO) Report containing all the information required on Form FHWA -1391.

The staffing figures to be reported should represent the project workforce on board in all or any part of the last payroll period preceding the end of July.

The report shall be submitted no later than September 1 to the agency (contract owner) compliance officer.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE  
EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS  
APRIL 1969**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

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

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7b (1),) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Information concerning Standard Form 100 (EEO-1) is available from:

Joint Reporting Committee P.O.  
Box 19100  
Washington, D.C. 20036-9100

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

R7/03

# **Equal Employment Opportunity Clause**

All contracts for all services and supplies entered into in connection with the Project or operation of the Property will contain the following provisions as required by 41 CFR § 60-1.4(b):

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or

action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The City and the United States are beneficiaries of this **clause** and are entitled to enforce it.

**Borrower compliance**

Borrower will comply with all applicable local, state, and federal fair employment laws and regulations.

## SUPPLEMENTAL TERMS AND CONDITIONS

### AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS

#### Uniform Guidance

SLFRF awards are subject to requirements set forth in the Uniform Guidance, 2 CFR Part 200, available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

#### Suspension, & Debarment

Consultant agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 31 CFR Part 19. The City may by giving written notice to Consultant, immediately terminate this Agreement if the City determines that Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Consultant will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 31 CFR Part 19.

#### Award Terms and Conditions

The Award Terms and Conditions of the SLFRF financial assistance agreement (<https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-Local-governments.pdf>) sets forth the compliance obligations for Consultant pursuant to the SLFRF statute, the Uniform Guidance, Treasury's final rule, and applicable federal laws and regulations. Consultant should ensure it remains in compliance with all Award Terms and Conditions. These obligations include the following items in addition to others:

- **Conflicts of Interest.** The Consultant must disclose in writing to the City of Phoenix any potential conflict of interest affecting this agreement in accordance with 2 C.F.R. § 200.112. The City of Phoenix will disclose such conflict to Treasury.
- **Compliance with Applicable Law and Regulations.** Consultant agrees to comply with the requirements of section 603 of the American Rescue Plan Act, and regulations adopted by the Treasury pursuant to section 603(f) of the Act, and guidance issued by the Treasury. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders. Consultant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award which may include, but not limited to the following:
  - Uniform Administrative Regulations, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
  - OMB Guidelines to Agencies on Government wide Debarment and Suspension, 2 C.F.R. part 180;
  - Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
  - New Restrictions on Lobbying, 31 C.F.R. Part 21;
  - Generally applicable federal environmental laws and regulations;

- **Clean Air Act and Federal Water Pollution Control Act.** Consultant will comply with all applicable standards, orders or regulations Issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, for all contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, Consultant agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- **Copeland “Anti-Kickback” Act.** Consultant shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- **Contract Works Hours and Safety Standards Act.** If the contract exceeds \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, Consultant shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- **Byrd Anti-Lobbying Certification (31 U.S.C. 1352; 31 CFR Part 21).** Consultant hereby certifies, to the best of its knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant,

loan, or cooperative agreement.

- b. Each contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
  - c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- **Protection for Whistleblowers.** In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for Agreement or grant oversight or management;
  - v. An authorized official of the Department of Justice or oversight or management;
  - vii. A court or grand jury; or
  - viii. A management official or other employee of the City, Consultant or a subcontractor who has the responsibility to investigate, discover, or address misconduct.
- **Drug-Free Workplace Act of 1988:** Consultant must comply with drug-free workplace requirements in 31 CFR Part 20, which implements the Drug-Free Workplace Act of 1988.
- **Victims of Human Trafficking.** Consultant agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of obligations under this Agreement. Consultant agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

- **Preference for Domestic Procurement.** Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Consultant will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- **Prohibition on Certain Telecommunications Equipment.** Consultant is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.
- **Additional Federal Requirements.** Consultant will comply with any additional terms and conditions imposed by 2 CFR Part 200, as applicable, and any guidance issued by the U.S. Department of Treasury regarding this agreement. .

**BID PROPOSAL**  
**CITY OF PHOENIX, ARIZONA**  
**OFFICE OF THE CITY ENGINEER**  
**PROJECT TITLE: ARPA US VETS WASTE AND VENT UPGRADES DESIGN-BID-BUILD**  
**PROJECT NO.: AH10010002**  
**BOND ISSUE OR BUDGET PROJECT**

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 120 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>
_____	_____	_____	_____
_____	_____	_____	_____

**PROJECT NO.: AH10010002**

**CITY OF PHOENIX, ARIZONA  
STREET TRANSPORTATION DEPARTMENT**

**ARPA US VETS WASTE AND VENT UPGRADES DESIGN-BID-BUILD  
CONSTRUCTION BID PROPOSAL**

**BASE BID**

The undersigned agrees to perform the work as described in the Contract Documents for the following lump sum (including Contingency Allowance):

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(Written Word)  
(\$\_\_\_\_\_.\_\_\_\_)

**ALTERNATES**

If funding is available and if it is determined to be in the best interest of the City of Phoenix, the alternates below may be added to the project. The City is under no obligation to accept any or all alternates. Alternates are listed in the order of importance.

**ADD ALTERNATE #1:**

IN LIEU OF LINING PIPE WITHIN BASE BID, PROVIDE FOR REPLACEMENT OF WASTE STACK PIPE LATERALS BELOW LEVEL ONE SLAB ON GRADE WITH NEW PIPING FROM POINT OF CONNECTION TO WASTE STACK RISER, JUST ABOVE SLAB AND UP TO CONNECTION TO EXISTING WASTE MAIN WITHIN CORRIDOR, BELOW SLAB

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(Written Word)  
(\$\_\_\_\_\_.\_\_\_\_)

**ADD ALTERNATE #2:**

IN LIEU OF LINING PIPE WITHIN BASE BID, PROVIDE FOR REPLACEMENT OF WASTE STACK PIPING FROM POINT OF CONNECTION TO LATERAL JUST ABOVE LEVEL ONE SLAB ON GRADE AND UP THROUGH FOURTH FLOOR

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(Written Word)  
(\$\_\_\_\_\_.\_\_\_\_)

**ADD ALTERNATE #3:**

IN LIEU OF LINING PIPE WITHIN BASE BID, PROVIDE FOR REPLACEMENT OF VENT STACK PIPING FROM POINT OF CONNECTION TO FIXTURES SERVED MAIN VENT ON LEVEL ONE AND UP THROUGH ROOF.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(Written Word)  
(\$\_\_\_\_\_.\_\_\_\_)

FIRM NAME: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

PROPOSAL SUBMITTAL

PROJECT TITLE: ARPA US VETS WASTE AND  
VENT UPGRADES DESIGN-BID-BUILD  
PROJECT NO.: AH10010002

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.: AH10010002**

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 **ARPA US VETS WASTE AND VENT UPGRADES DESIGN-BID-BUILD**

\_\_\_\_\_

\_\_\_\_\_

**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., 2024

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
**A.M. BEST RATING**

## LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS

PROJECT NO.: AH10010002 PROJECT TITLE: ARPA US VETS WASTE AND VENT UPGRADES DESIGN-BID-BUILD

DESCRIPTION OF WORK OR MATERIALS (CONTRACTOR TO ENTER TRADE/SUPPLIER AREAS)	SELF-PERFORMED BY PRIME CONTRACTOR	SUBCONTRACTOR/SUPPLIER COMPANY NAME (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 &amp; TITLE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

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

**CITY OF PHOENIX**

**LIST OF ALL SUBCONTRACTORS AND SUPPLIERS**

PROJECT NO.: AH10010002 PROJECT TITLE: ARPA US VETS WASTE AND VENT UPGRADES DESIGN-BID-BUILD

DESCRIPTION OF WORK OR MATERIALS (CONTRACTOR TO ENTER TRADE/SUPPLIER AREAS)	SELF-PERFORMED BY PRIME CONTRACTOR	SUBCONTRACTOR/SUPPLIER COMPANY NAME (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:

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☐ Arizona non-operating identification license.

Print first four numbers/letters:

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☐ 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:

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☐ Foreign Passport with United States Visa.

Print first four numbers/letters on Passport:

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Print first four numbers/letters on Visa:

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☐ I-94 Form with a photograph.

Print first four numbers on I-94:

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☐ USCIS Employment Authorization Document (EAD).

Print first four numbers/letters on EAD:

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or Perm. Resident Card (acceptable alternative):

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☐ Refugee Travel Document.

Date of issuance: \_\_\_\_\_; Refugee country: \_\_\_\_\_

☐ U.S. Certificate of Naturalization.

Print first four digits of CIS Reg. No.:

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☐ 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: \_\_\_\_\_

**BUY AMERICA CERTIFICATE**

FOR COMPLIANCE WITH TITLE 49 USC § 5323(J)(1)  
(For Procurement of Steel, Iron, or Manufactured Products)  
(EXCLUDES ROLLING STOCK)

PROJECT NO. AH10010002

PROJECT TITLE ARPA US Vets Waste and Vent Upgrades Design-Bid-Build

(Complete form and submit with bid)

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 53230)  
(1) and the applicable regulations in 49 CFR Part 661.

Executed on \_\_\_\_\_, 2024 at \_\_\_\_\_  
(Date) (City) (State)

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

\_\_\_\_\_  
Signature of Authorized

\_\_\_\_\_  
Official Title

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 use §. 5323(J)(1)

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323 (j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Executed on \_\_\_\_\_, 2024 at \_\_\_\_\_  
(Date) (City) (State)

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

\_\_\_\_\_  
Signature of Authorized

\_\_\_\_\_  
Official Title

ARPA US Vets Waste and Vent Upgrades  
Design-Bid-Build  
AH10010002

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

\_\_\_\_\_ assures Government Contractors and concerned Federal, State and Local Agencies that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location under or control where segregated facilities are maintained.

\_\_\_\_\_ understands that the phrase "Segregated Facilities" includes facilities which are, in fact, segregated on a basis of race, color, creed, or national origin, because of habit, local custom or otherwise.

\_\_\_\_\_ understands and agrees that maintaining or providing segregated facilities for our employees or permitting our employees to perform their services at any location under our control, where segregated facilities are maintained is a violation of the Equal Opportunity Clause required by Executive Order 12246 of September 24, 1955.

\_\_\_\_\_ further understand and agrees that a breach of the assurance herein contained subjects us to the provisions of the Orders of the Secretary of Labor and the provisions of the Equal Opportunity Clause enumerated in contracts or referenced on purchase orders by the government and government contractors.

Finally, \_\_\_\_\_ is aware that whoever knowingly and willingly makes any false, fictitious representation may be liable to criminal prosecution under 18 U.S.X. #1001.

\_\_\_\_\_  
(Signature)

**Corporate Seal**

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_

## **CERTIFICATION OF NON-SEGREGATED FACILITIES - 41 CFR PART 60-1.8**

### **Notice to Prospective Federally Assisted Construction Contractors**

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### **Notice to Prospective Sub-Contractors of Requirements for Certification of Non-Segregated Facilities**

1. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his or her employees, segregated facilities at any of his or her establishments and that she or he will not permit his or her employees to perform their services at any location under his or her control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

### **Application**

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices should be placed within the solicitation for proposals. The actual certification should be incorporated in the contract agreement.

### **Reference**

Executive Order 11246  
41 CFR Part 60 -1.8  
AC 150/5100-15, Para. 22.b.



# **US VETS**

**12027 N. 28<sup>th</sup> Drive  
Phoenix, Arizona 85029**

## **Sanitary Waste and Vent System Upgrades**

**IMEG #24002328.00**

**April 29, 2024**

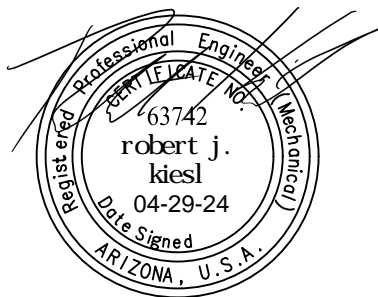
## TABLE OF CONTENTS

### DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 1100 - SUMMARY OF WORK  
SECTION 01 2100 - ALLOWANCES  
SECTION 01 2300 - ALTERNATES/ALTERNATIVES  
SECTION 01 3119 - PROJECT MEETINGS  
SECTION 01 5000 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS  
SECTION 01 7700 - CONTRACT CLOSEOUT

### DIVISION 22 - PLUMBING

SECTION 22 0500 - BASIC PLUMBING REQUIREMENTS  
SECTION 22 0503 - THROUGH PENETRATION FIRESTOPPING  
SECTION 22 0505 - PLUMBING DEMOLITION FOR REMODELING  
SECTION 22 1000 - PLUMBING PIPING



EXP. 03-31-2026

## SECTION 01 1100 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work covers construction of a replacement and upgrades to the existing sanitary waste and vent system serving the resident room wing, floor one through four and sanitary waste main running below slab through building and the sanitary sewer main outside of building up to point of connection to city tap. The scope of work shall also be inclusive of replacement of damaged plumbing fixtures recently installed along with installation of plumbing fixtures currently not installed.

#### 1.2 CONTRACTS

- 1.3 Project shall be constructed under a single contract that shall include the installation of new and repairs to Plumbing piping, plumbing fixtures and wall, floor and ceiling finishes work to match existing., WORK OF CONTRACTOR

- A. In addition to fulfilling Contract Requirements, Contractor shall fulfill the requirements of all drawings, specifications, and the requirements of the General Conditions, Supplementary Conditions, and Division 1, General Requirements, all of which are hereby made a part of each division and section of the project specifications.
- B. Contractor shall provide work and/or services as may be specified in all the respective specification sections and/or indicated on the drawings for all divisions of work. Contractor shall review specification sections and drawings for all divisions of work to determine extent of work and/or services each section requires for other divisions as well as its own division of work.

#### 1.4 WORK BY OWNER

- A. Items not in contract: purchase of new and/or replacement fixtures. Contractor shall notify owner of missing fixtures or damaged fixtures along with detailed description of damage and photographs as determined necessary. Owner shall work directly with contractor the purchase of new fixtures and installation of those fixtures under a change order to base project contract.

#### 1.5 CONTRACTOR'S USE OF SITE

- A. Access: Coordinate directly with owner's on-site security team.
- B. Time restrictions for performing work: Initial access shall be allowed 24/7 and will be restricted upon resident phased occupancy. Coordinate directly with owner on phased occupancy and access restrictions.

Utility outage and shutdown: Coordinate directly with owner on phased occupancy. Provide a minimum of 24hr notice prior to any utility shut-downs/use restrictions.END OF SECTION

## SECTION 01 2100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF REQUIREMENTS

- A. Types of allowances scheduled herein for the work include the following:
  - 1. Contingency Allowance in accordance with the following paragraph:
    - a. Contingency allowance shall be used only as directed for Owner's purposes, and only by change orders that designate amounts to be charged to contingency allowance. Contractor's related costs are not included in the Contract Sum (other than allowance itself) for work so ordered to be charged to contingency allowance. The change orders will include costs and allowable overhead/profit margins. At time of project closeout, unused amounts remaining in contingency allowance shall be credited to Owner by change order.
  - 2. Lump Sum Allowance in accordance with the following General Conditions of the Contract for Construction Paragraph 3.8:
    - a. At time of project closeout, unused amounts remaining in lump sum allowances shall be credited to Owner by change order.

### PART 2 - EXECUTION

#### 2.1 SCHEDULE OF ALLOWANCES

- A. Contingency Allowances to be included in General Contractor's Base Bid:
  - 1. The Contractor shall include a contingency allowance in the amount of 15% of total bid amount to cover costs of any additional work ordered.
- B. Lump Sum Allowances:
  - 1. The Contractor shall include in the contract price, lump sum allowances for the purchase of items shown below, inclusive of installation costs:
    - a. . Replacement or new Water Closet and angle stop to match existing within other resident rooms.
    - b. Replacement or new Lavatory basin, faucet and angle stops to match existing within other resident rooms.
    - c. Replacement or new Shower valve and shower head assembly or Shower floor drain to match existing within other resident rooms.
    - d. Replacement or new Sink basin, faucet and angle stops to match existing within other resident rooms.

END OF SECTION

## SECTION 01 2300 - ALTERNATES/ALTERNATIVES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

#### 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for alternates.
- B. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the product, material, equipment, systems, or installation methods described in the Contract Documents.
- C. Coordination: Coordinate related work and modify or adjust adjacent work as necessary to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. Schedule: A "Schedule of Alternates" is included under Part 3 of this Section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each Alternate.
  - 1. Include as part of each Alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not mentioned as part of the alternate.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate Bid No. 1: In lieu of lining pipe within based bid, provide for replacement of waste stack pipe laterals below level one slab on grade with new piping from point of connection to waste stack riser, just above slab and up to connection to existing waste main within corridor, below slab.

- B. Alternate Bid No. 2: In lieu of lining pipe within based bid, provide for replacement of waste stack piping from point of connection to lateral just above level one slab on grade and up through fourth floor.
- C. Alternate Bid No.3: In lieu of lining pipe within based bid, provide for replacement of vent stack piping from point of connection to fixtures served main vent on level one and up through roof.

END OF SECTION

## SECTION 01 3119 - PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections apply to this section.

#### 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Preconstruction conference.
  - 2. Coordination meetings.
  - 3. Progress meetings.
  - 4. Construction schedule.

#### 1.3 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a preconstruction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement between Owner and Contractor and prior to commencement of construction activities. Owner will conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Engineer, Contractor, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and Change Orders.
  - 5. Procedures for processing Applications for Payment.
  - 6. Distribution of Contract Documents.
  - 7. Submittal of shop drawings, product data, and samples.
  - 8. Preparation of record documents.
  - 9. Use of the premises.
  - 10. Office, work and storage areas.
  - 11. Equipment deliveries and priorities.
  - 12. Housekeeping.
- D. Owner will record and issue preconstruction conference meeting minutes.

#### 1.4 COORDINATION MEETINGS

- A. Contractor shall conduct project coordination meetings on an as-needed basis convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

#### 1.5 CONSTRUCTION PROGRESS MEETINGS

- A. Contractor shall conduct construction progress meetings at the project site at Bi-weekly intervals convenient for all parties involved. The meetings for the duration of the project will be regularly scheduled at the pre-construction conference.
- B. Attendees: In addition to representatives of the Owner and Contractor , supplier or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time, ahead of, or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
- D. Review the present and future needs of each entity present, including such items as:
  - 1. Interface requirements
  - 2. Time
  - 3. Sequences
  - 4. Deliveries
  - 5. Access
  - 6. Site utilization
  - 7. Temporary facilities and services
  - 8. Hours of work
  - 9. Hazards and risks
  - 10. Housekeeping
  - 11. Quality and work standards
  - 12. Change orders
  - 13. Documentation of information for payment requests
- E. Contractor shall record and issue meeting minutes for all construction progress meetings to all attendees and parties involved.

END OF SECTION

## SECTION 01 5000 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

### PART 1 - GENERAL

#### 1.1 JOB CONDITIONS AND WORK SEQUENCE

- A. Contractor(s), Subcontractor(s), shall inform themselves as to conditions relating to the execution of work. Neglect of this requirement will not be accepted as cause for additional compensation and/or additional time for completion.
- B. Existing building will remain in operation during construction. Contractor shall schedule work in consultation with the Owner to mitigate interruption of existing building operations.

#### 1.2 SITE EXAMINATION

- A. The Contractor shall take all measurements related to the existing building as required for the new work and to locate existing utilities. Contractor shall contact the City, Owner, and all utilities to carefully review all records of exposed, concealed, and buried points of connections, as to location, size, type, depth, operating characteristics, etc., .

#### 1.3 SUBMITTAL PROCEDURES FOR SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Shop Drawings:
  - 1. Contractor shall prepare and submit shop drawings, to the Engineer and Owner for review. All shop drawings shall bear verification of Contractor's review and approval prior to submittal. No work shall be fabricated by the Contractor except at Contractor's own risk, until shop drawings have been reviewed in accordance with review procedure.

#### 1.4 SITE LIMITS AND MATERIALS STORAGE

- A. Contractor(s) or Subcontractor(s) shall not store their materials or equipment on the structure or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- B. Contractor(s) and Subcontractors(s) shall confine equipment, storage of materials, parking, and operations of their workers to limits indicated or by direction of Owner. Storage space will be confined to area of site.
- C. Store, place, and handle material and equipment delivered to job site to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly; barricade to protect public from injury. Protect materials as required to prevent damage thereto from weather or the ground. Should it be necessary at any time to move materials, sheds, or storage platforms, Contractor shall move same, as and when required, at Contractor's expense.
- D. Owner assumes no responsibility for materials stored in buildings or on site. Contractor assumes full responsibility for damage or theft due to storage of materials.

- E. Repairing of areas used for parking, placing of sheds, offices, and storage of materials shall be done by Contractor at Contractor's expense.
- F. Contractor's personnel shall not use the existing building for any purpose except as required to perform the work of this Contract unless otherwise specified.

#### 1.5 CLEANING

- A. General Cleaning: The Contractor and each Subcontractor shall remove rubbish and debris from the building site promptly as it accumulates but, in any case, not less frequently than each Friday afternoon. The Contractor shall perform an overall cleanup of the entire site including a broom cleaning of all appropriate surfaces as required but, in any case, not less frequently than each Friday afternoon.
- B. No burning of rubbish or debris will be allowed at site, nor shall rubbish at any time be thrown from structure. No debris shall be buried at the site. Do not dispose of wastes into streams or waterways.
- C. All dumpsters used on the project site shall have lids or canvas covers securely fastened to prevent debris from blowing about site.
- D. Keep streets and public roadways clean of dirt and mud tracked onto such surfaces by vehicles or equipment used or parked on construction site.

#### 1.6 PROTECTION

- A. The Contractor shall:
  - 1. Provide, and maintain fences, planking, guard lights, barricades, warning signs, and guards as necessary for protection of material storage, curbs, sidewalks, streets, drives, and adjoining property, public, and new building. Use caution at all times to protect persons against injury resulting from job operations, movement of materials, and standing equipment.
  - 2. Notify in writing, the Owners of corporate or private property that interferes with work and arrange with them for disposition of such property.
  - 3. Provide and maintain proper shoring and bracing to prevent earth from caving or into excavation, and/or undermining present building. Provide temporary protection around openings through and at floors and roofs.
  - 4. Sewer, etc., encountered during excavation work, to protect them from collapse or other type of damage until they are to be removed, incorporated into work of new building, or can be properly backfilled upon completion of new work.
  - 5. Protect trees, shrubs, lawn, and landscape work from damage. Provide guards and covering. Provide and maintain plank covering over walks, drives, newly installed service facilities, etc., to prevent damage by trucking or otherwise. This shall include areas outside of grading and/or construction limits.

- B. Provide protection against rain, from entering through roof penetrations where vent piping is being replaced with new. Each Contractor and Subcontractor shall protect own materials, work, and equipment not normally covered by above protection; protect work of other trades, adjust damage when performing work; Contractor causing damage to any work shall repair or replace damaged work at Contractor's expense.
- C. Provide temporary dust barriers as required to protect existing areas (outside of resident rooms wing of building) during work of the contract.

#### 1.7 TEMPORARY OFFICES, EQUIPMENT AND SHEDS

- A. Offices: The Owner will provide a space within existing building for a Contractor's office. The Contractor shall be responsible for the build-out of space as Contractor determined necessary to meet the needs of Contractor, at contractor's expense. The Contractor shall provide and maintain temporary watertight office of suitable size for use by Contractor, Subcontractors, and Owner. Contractor's space shall be as required for general use and to provide space and furnishings for project meetings. Telephone and internet service in this office, shall be paid for by the Contractor. Upon construction completion, Contractor shall vacate office space and renovate space back to match prior build-out conditions as approved by Owner.
- B. Equipment: The Contractor shall provide and maintain a plain paper copier, telephone, and fax machine in the office for use by the Owner for job related business. The installation and operating cost of all electronic equipment shall be paid for by the Contractor.
- C. Sheds and lockers: The Contractor and each Subcontractor shall provide sheds and lockers for storing tools and materials. Storage sheds and lockers shall be watertight and storm proof, and shall have floors raised above ground. The Contractor and each Subcontractor will be held responsible for water or storm damage to stored tools or materials.

#### 1.8 CONSTRUCTION TOILETS

- A. The Contractor shall provide and maintain portable toilet facilities on site (location as approved by Owner), outside of building. Use of interior to building toilet facilities will be prohibited. Toilet facilities shall be serviced twice weekly; including emptying tanks, recharging with a germicidal and deodorizing solution, and scrubbing entire interior with a germicidal solution. Portable chemical units will be acceptable if they meet the above conditions.

#### 1.9 MANUFACTURER'S DIRECTIONS

- A. The Contractor shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, and equipment as directed by manufacturer unless specified to contrary.

#### 1.10 CUTTING AND PATCHING

- A. Cutting and patching requirements specified herein, apply to all sections and divisions of the specifications, and all drawings covering demolition, remodeling, and new construction work to be performed by the Contractor.
- B. Cutting and Patching Requirements:

1. Where new work connects with present building and where remodeling of existing work occurs, the Contractor shall do all cutting, notching, removal and trimming of existing construction required to make connections between the new and the old work and shall do all patching, repairing or refinishing of cut and immediately adjacent surfaces to provide a finish in conformance with industry standards and appropriate to finish materials intended to be used. All patching and replacement of wall and ceiling sheetrock, texturing, painting and architectural tile and floor finishes shall match existing adjacent room finishes. Contractor shall coordinate with owner on recently installed finishes to obtain stock/serial numbers, etc. for ordering of replacement materials.
  2. Holes through existing floors, walls, and roofs for work shall be cut, patched, sealed, fire proofed, and flashed by the trade requiring the opening.
  3. Materials and workmanship employed in patching, repairing, or refinishing existing surfaces and/or involving new construction shall conform to that of original work, unless otherwise shown or specified.
- C. Keep property adjacent to buildings clean and free from accumulation of rubbish. Remove excess debris resulting from demolition operations, as it accumulates.

#### 1.11 CODE REQUIREMENTS

- A. The Contractor shall conform to all requirements of local, state, and national codes, laws, ordinances, and other regulations having jurisdiction over this installation.
- B. If there is a discrepancy between the codes and regulations having jurisdiction over this installation and these specifications, the codes and regulations shall determine the method of the Work.
- C. If the Contractor notes, at the time of bidding, any parts of the drawings and specifications that are not in accord with the applicable codes or regulations, Contractor shall inform the Owner in writing, requesting a clarification. If there is insufficient time to allow this procedure, Contractor shall submit, with proposal, a separate price required to make the system shown on the drawings comply with the codes and regulations.
- D. All changes to the system made after the letting of the contract in order to comply with the applicable codes or requirements of the Inspector, shall be made by Contractor without cost to the Owner.

#### 1.12 PROGRESS SCHEDULE

- A. As a part of the Contractor's bid, the Contractor shall submit an estimated Progress Schedule. It shall indicate the dates for the starting and completion of the various stages of construction.

END OF SECTION

## SECTION 01 7700 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Owner's review, normally referred to as "final punch list."
- B. Provide submittals to Owner's that are called for in other specification sections or product specified on plans.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and remaining sum due.

#### 1.2 FINAL CLEANING

- A. The Contractor and each Subcontractor shall perform thorough cleaning, sweeping, washing, and polishing of the entire area of construction. The Contractor and each Subcontractor shall remove all foreign matter, spots, and soil so as to put all such work and equipment, including finishes, in a complete and finished condition to the satisfaction of the Owner.
  - 1. Cleaning shall include removal of foreign matter from all drains.
  - 2. Clean debris from roofs.
- B. Immediately prior to the occupancy of this project or parts thereof, the Contractor shall have all mirrors, lights and plumbing fixtures within resident rooms professionally cleaned.,
- C. Upon completion of the work, the Contractor and each Subcontractor shall remove and dispose of all equipment, unused materials, waste, and construction facilities provided for the Contractor's work.
- D. The Contractor shall, completely vacuum all floors and walls, dust and clean all cabinet and wall materials, clean all glass and scrub and clean all floors.
- E. If Contractor does not remove rubbish or clean building as specified above, Owner reserves the right to have work done by others at Contractor's expense. If Subcontractors fail to perform their cleaning, the Contractor shall perform such work at the offending Subcontractor's expense.

#### 1.3 PROJECT RECORD DOCUMENTS

- A. Maintain one set of drawings with changes marked on record documents on site; record actual revisions to the work and turn over the following to the Owner:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.

4. Change orders and other modifications to the Contract.
  5. Reviewed shop drawings, and product data.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product Section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Field changes.
  2. Details not on original Contract drawings.
- F. Submit documents to Owner with claim for final Application for Payment.
- 1.4 OPERATION AND MAINTENANCE INSTRUCTIONS
- A. Submit three properly indexed and bound copies, in 'D' Ring style notebooks, of the Operations and Maintenance Instructions to the Owner. Make all corrections or additions required.
- B. Operation and Maintenance Instructions shall include:
1. Notebooks shall be heavy duty locking three ring binders and incorporate clear vinyl sheet sleeves on the front cover and spine for slip-in labeling. "Peel and stick" labels are not acceptable. Sheet lifters shall be supplied at the front of each notebook. Provide "Wilson-Jones" or equal, color black. Size notebooks a minimum of 1/2" thicker than material for future inserts. Label the spine and front cover of each notebook. If more than one notebook is required, label in consecutive order. For example; 1 of 2, 2 of 2. No other forms of binding will be acceptable.
  2. Prepare binder covers (front and spine) with printed title "Operation and Maintenance Instructions", title of project and subject matter of binder when multiple binders are required.
  3. Title page with project title, Owner, Engineer, Contractor and Subcontractors, with addresses, telephone numbers, and contacts.
  4. Table of Contents describing all index tabs.
  5. Listing of all Subcontractors and major equipment suppliers with addresses, telephone numbers, and contacts.
  6. Index tabs dividing information by specification section, major equipment, or systems. All tab titling shall be clearly printed under reinforced plastic tabs.
  7. Copies of warranties.
  8. Copies of all final approved shop drawings and submittals.

#### 1.5 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- C. Provide table of contents and assemble in three-ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 15 days after acceptance, listing date of acceptance as start of warranty period.

#### 1.6 RECORD DRAWINGS

- A. At completion of work and prior to final payment, the Contractor and each Subcontractor shall provide the Owner with a complete, accurate, clean, and legible set of record drawings that indicate exact location of all material items recorded on a day to day basis during the construction period.

#### 1.7 GUARANTEES AND WARRANTIES

- A. The Contractor shall deliver all guarantees and warranties to the Owner prior to final completion.

END OF SECTION

## SECTION 22 0500 - BASIC PLUMBING REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Requirements applicable to all Division 22 Sections. Also refer to Division 1 - General Requirements.
- B. All materials and installation methods shall conform to the applicable standards, guidelines and codes referenced herein and within each specification section.

#### 1.2 SCOPE OF WORK

- A. This Specification and the associated drawings govern the furnishing, installing, testing and placing into satisfactory operation the Plumbing Systems.
- B. Each Contractor shall provide all new materials indicated on the drawings and/or in these specifications, and all items required to make the portion of the Plumbing work a finished and working system.
- C. All work will be awarded under a single Contract.
- D. Scope of Work:
  - 1. Plumbing Work shall include, but is not necessarily limited to:
    - a. Furnish and install firestopping systems for penetrations of fire-rated construction associated with this Contractor's work.

#### 1.3 WORK SEQUENCE

- A. All work that will produce excessive noise or interference with normal building operations, as determined by the Owner, shall be scheduled with the Owner. It may be necessary to schedule such work during unoccupied hours. The Owner reserves the right to determine when restricted construction hours will be required.
- B. Itemize all work and list associated hours and pay scale for each item.

#### 1.4 QUALITY ASSURANCE

- A. Contractor's Responsibility Prior to Submitting Pricing Data:

1. The Contractor is responsible for constructing complete and operating systems. The Contractor acknowledges and understands that the Contract Documents are a two-dimensional representation of a three-dimensional object, subject to human interpretation. This representation may include imperfect data, interpreted codes, utility guidelines, three-dimensional conflicts, and required field coordination items. Such deficiencies can be corrected when identified prior to ordering material and starting installation. The Contractor agrees to carefully study and compare the individual Contract Documents and report at once in writing to the Design Team any deficiencies the Contractor may discover. The Contractor further agrees to require each subcontractor to likewise study the documents and report at once any deficiencies discovered.
2. The Contractor shall resolve all reported deficiencies with the Engineer prior to awarding any subcontracts, ordering material, or starting any work with the Contractor's own employees. Any work performed prior to receipt of instructions from the Design Team will be done at the Contractor's risk.

B. Qualifications:

1. Only products of reputable manufacturers are acceptable.
2. All Contractors and subcontractors shall employ only workers skilled in their trades.

C. Compliance with Codes, Laws, Ordinances:

1. Conform to all requirements of the City of Phoenix Codes, Laws, Ordinances and other regulations having jurisdiction.
2. Conform to all published standards of City of Phoenix.
3. If there is a discrepancy between the codes and regulations and these specifications, the Engineer shall determine the method used.
4. If the Contractor notes, at the time of bidding, that any parts of the drawings or specifications do not comply with the codes or regulations, Contractor shall inform the Engineer in writing, requesting a clarification. If there is insufficient time for this procedure, Contractor shall submit with the proposal a separate price to make the system comply with the codes and regulations.
5. All changes to the system made after letting of the contract, to comply with codes or requirements of Inspectors, shall be made by the Contractor without cost to the Owner.
6. If there is a discrepancy between manufacturer's recommendations and these specifications, the manufacturer's recommendations shall govern.

D. Permits, Fees, Taxes, Inspections:

1. Procure all applicable permits and licenses.
2. Pay all charges for permits or licenses.
3. Pay all fees and taxes imposed by the State, Municipal and/or other regulatory bodies.
4. Pay all charges arising out of required inspections by an authorized body.
5. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.

E. Examination of Drawings:

1. The drawings for the plumbing work are completely diagrammatic, intended to convey the scope of the work and to indicate the general arrangements and locations of equipment, outlets, etc., and the approximate sizes of equipment.
2. Contractor shall determine the exact locations of equipment and rough-ins, and the exact routing of pipes and ducts to best fit the layout of the job.
3. Scaling of the drawings is not sufficient or accurate for determining these locations.
4. Where job conditions require reasonable changes in indicated arrangements and locations, such changes shall be made by the Contractor at no additional cost to the Owner.
5. Because of the scale of the drawings, certain basic items, such as fittings, boxes, valves, unions, etc., may not be shown, but where required by other sections of the specifications or required for proper installation of the work, such items shall be furnished and installed.
6. If an item is either on the drawings or in the specifications, it shall be included in this contract.
7. Determination of quantities of material and equipment required shall be made by the Contractor from the documents. Where discrepancies arise between drawings, schedules and/or specifications, the greater number shall govern.
8. Where used in plumbing documents, the word "furnish" shall mean supply for use, the word "install" shall mean connect complete and ready for operation, and the word "provide" shall mean to supply for use and connect complete and ready for operation.
  - a. Any item listed as furnished shall also be installed, unless otherwise noted.
  - b. Any item listed as installed shall also be furnished, unless otherwise noted.

F. Field Measurements:

1. Verify all pertinent dimensions at the job site before ordering any materials or fabricating any supports, pipes or ducts.

G. Electronic Media/Files:

1. Construction drawings for this project have been prepared utilizing **Revit**.
2. Contractors and Subcontractors may request electronic media files of the contract drawings and/or copies of the specifications. Specifications will be provided in PDF format.
3. Upon request for electronic media, the Contractor shall complete and return a signed "Electronic File Transmittal" form provided by IMEG.
4. If the information requested includes floor plans prepared by others, the Contractor will be responsible for obtaining approval from the appropriate Design Professional for use of that part of the document.
5. The electronic contract documents can be used for preparation of as-built drawings only. The information may not be used in whole or in part for any other project.
6. The use of these documents by the Contractor does not relieve them from their responsibility for coordination of work with other trades and verification of space available for the installation.
7. The information is provided to expedite the project and assist the Contractor with no guarantee by IMEG as to the accuracy or correctness of the information provided. IMEG accepts no responsibility or liability for the Contractor's use of these documents.

## 1.5 WEB-BASED PROJECT SOFTWARE

- A. The General Contractor shall provide a web-based project software site for the purpose of hosting and managing project communication and documentation until completion of the warranty phase.
- B. The web-based project software shall include, at a minimum, the following features:  
construction schedule, submittals, RFIs, ASIs, construction change directives, change orders, drawing management, specification management, payment applications, contract modifications, meeting minutes, construction progress photos.
- C. Provide web-based project software user licenses for use by the Owner/Engineer. Access will be provided from the start of the project through the completion of the warranty phase.
- D. At project completion, provide digital archive of entire project in format that is readable by common desktop software applications in format acceptable to Owner/Engineer. Provide data in locked format to prevent further changes.

## 1.6 SUBMITTALS

- A. Submittals shall be required for the following items, and for additional items where required elsewhere in the specifications or on the drawings.

### 1. Submittals List:

Referenced Specification Section	Submittal Item
22 10 00	Plumbing waste Piping and/or pipe lining
22 10 30	Plumbing Specialties (angle stops)
22 40 00	Plumbing Fixtures, inclusive of fixture trim

- B. General Submittal Procedures: In addition to the provisions of Division 1, the following are required:

### 1. Transmittal: Each transmittal shall include the following:

- a. Date
- b. Project title and number
- c. Contractor's name and address
- d. Division of work (e.g., plumbing)
- e. Description of items submitted
- f. Notations of deviations from the contract documents
- g. Other pertinent data

### 2. Submittal Cover Sheet: Each submittal shall include a cover sheet containing:

- a. Date
- b. Project title and number

- c. Engineer
  - d. Contractor name and addresses
  - e. Supplier and manufacturer's names and addresses
  - f. Division of work (e.g., plumbing)
  - g. Description of item submitted (using project nomenclature)
  - h. Notations of deviations from the contract documents
  - i. Other pertinent data
  - j. Provide space for Contractor's review stamps
3. Contractor's Approval Stamp:
- a. The Contractor shall thoroughly review and approve all shop drawings before submitting them to the Owner/Engineer. The Contractor shall stamp, date and sign each submittal certifying it has been reviewed.
  - b. Unstamped submittals will be rejected.
  - c. The Contractor's review shall include, but not be limited to, verification of the following:
    - 1) Only approved manufacturers are used.
    - 2) Addenda items have been incorporated.
    - 3) Catalog numbers and options match those specified.
  - d. The Contractor shall review, stamp and approve all subcontractors' submittals as described above.
  - e. The Contractor's approval stamp is required on all submittals. Approval will indicate the Contractor's review of all material and a complete understanding of exactly what is to be furnished. Contractor shall clearly mark all deviations from the contract documents on all submittals. If deviations are not marked by the Contractor, then the item shall be required to meet all drawing and specification requirements.
4. Submittal Identification and Markings:
- a. The Contractor shall clearly mark each item with the same nomenclature applied on the drawings or in the specifications.
  - b. The Contractor shall clearly indicate the size, finish, material, etc.
  - c. All marks and identifications on the submittals shall be unambiguous.
- 5. Schedule submittals to expedite the project. Coordinate submission of related items.
  - 6. Identify variations from the contract documents and product or system limitations that may be detrimental to the successful performance of the completed work.
  - 7. Reproduction of contract documents alone is not acceptable for submittals.
  - 8. Incomplete submittals will be rejected without review. Partial submittals will only be reviewed with prior approval from the Owner/Engineer.
  - 9. Submittals not required by the contract documents may be returned without review.
  - 10. The Owner/Engineer's responsibility shall be to review one set of shop drawing submittals for each product. If the first submittal is incomplete or does not comply with the drawings and/or specifications, the Contractor shall be responsible to bear the cost for the Owner/Engineer to recheck and handle the additional shop drawing submittals.

11. Submittals shall be reviewed and approved by the Owner/Engineer before releasing any equipment for manufacture or shipment.
12. Contractor's responsibility for errors, omissions or deviation from the contract documents in submittals is not relieved by the Owner/Engineer's approval.
13. Schedule shall allow for adequate time to perform orderly and proper review of submittals, including time for Owner, and resubmittals by Contractor if necessary, and to cause no delay in Work or in activities of Owner or other contractors.
  - a. Allow at least two weeks for Owner/Engineer's review and processing of each submittal.
14. Owner/Engineer reserves the right to withhold action on a submittal which, in the Owner/Engineer's opinion, requires coordination with other submittals until related submittals are received. The Architect/Engineer will notify the Contractor, in writing, when they exercise this right.

C. Electronic Submittal Procedures:

1. Distribution: Email submittals as attachments to all parties designated by the Owner/Engineer, unless a web-based submittal program is used.
2. Transmittals: Each submittal shall include an individual electronic letter of transmittal.
3. Format: Electronic submittals shall be in PDF format only. Scanned copies, in PDF format, of paper originals are acceptable. Submittals that are not legible will be rejected. Do not set any permission restrictions on files; protected, locked, or secured documents will be rejected.
4. File Names: Electronic submittal file names shall include the relevant specification section number followed by a description of the item submitted, as follows. Where possible, include the transmittal as the first page of the PDF instead of using multiple electronic files.
  - a. Submittal file name: 22 XX XX.description.YYYYMMDD
  - b. Transmittal file name: 22 XX XX.description.YYYYMMDD
5. File Size: Files shall be transmitted via a pre-approved method. Larger files may require an alternative transfer method, which shall also be pre-approved.

D. Paper Copy Submittal Procedures:

1. Paper copies are acceptable where electronic copies are not provided.
2. The Contractor shall submit three (3) paper copies of each shop drawing.
3. Each set shall be bound in a three-ring binder or presentation binder. Copies that are loose or in pocket folders are not acceptable.

1.7 SCHEDULE OF VALUES

- A. The requirements herein are in addition to the provisions of Division 1.
- B. Format:

1. Use AIA Document Continuation Sheets G703 or another similar form approved by the Owner and Engineer.
2. Submit in Excel format.
3. Support values given with substantiating data.

C. Preparation:

1. Itemize work required and list all providers. All work provided by subcontractors and major suppliers shall be listed on the Schedule of Values. List each subcontractor and supplier by company name.
2. Break down all costs into:
  - a. Material: Delivered cost of product with taxes paid.
  - b. Labor: Labor cost, excluding overhead and profit.
3. Itemize the cost for each of the following:
  - a. Overhead and profit.
  - b. Bonds.
  - c. Insurance.
  - d. General Requirements: Itemize all requirements.
4. For each line item having an installed cost of more than \$5,000, break down costs to list major products or operations under each item. At a minimum, provide material and labor cost line items for the following:
  - a. Excavation and backfill for underground piping systems inside the building.
  - b. Underground piping systems inside the building listed separately. Break down the material and labor for piping system based on geography (building, floor, wing and/or phase).
  - c. Each aboveground piping system . Break down the material and labor for each piping system based on geography (building, floor, wing and/or phase).
  - d. Each plumbing fixture (e.g., WC, lavatory, sink, etc.). Multiple units of the same type can be listed together, provided quantities are also listed so unit costs can be determined.
  - e. Record drawings

D. Update Schedule of Values when:

1. Indicated by Owner/Engineer.
2. Change of subcontractor or supplier occurs.
3. Change of product or equipment occurs.

## 1.8 CHANGE ORDERS

- A. A detailed material and labor takeoff shall be prepared for each change order, along with labor rates and markup percentages. Change orders shall be broken down by sheet or associated individual line item indicated in the change associated narrative, whichever provides the most detailed breakdown. Change orders with inadequate breakdown will be rejected.

- B. Itemized pricing with unit cost shall be provided from all distributors and associated subcontractors.
- C. Change order work shall not proceed until authorized.

#### 1.9 PRODUCT DELIVERY, STORAGE, HANDLING & MAINTENANCE

- A. Exercise care in transporting and handling to avoid damage to materials. Store materials on the site to prevent damage. Keep materials clean, dry and free from harmful conditions.
- B. Equipment and components that are visibly damaged prior to building turnover to Owner shall be replaced with new equipment or components without additional cost to the building owner.
- C. Contractor is responsible for moving equipment into the building and/or site. Contractor shall review site prior to bid for path locations and any required building modifications to allow movement of equipment. Contractor shall coordinate the work with other trades.

#### 1.10 WARRANTY

- A. Provide two-year warranty, unless otherwise noted, to the Owner for all fixtures, equipment, materials, and workmanship.
- B. The warranty period for all work shall commence on the date of final acceptance, unless a whole or partial system or any separate piece of equipment or component is put into use for the benefit of any party other than the installing contractor with prior written authorization. In this instance, the warranty period shall commence on the date when such whole system, partial system or separate piece of equipment or component is placed in operation and accepted in writing by the Owner.
- C. Warranty requirements shall extend to correction, without cost to the Owner, of all Work found to be defective or nonconforming to the contract documents. The Contractor shall bear the cost of correcting all damage resulting from defects or nonconformance with contract documents.

#### 1.11 INSURANCE

- A. Contractor shall maintain insurance coverage as set forth by Owner.

#### 1.12 MATERIAL SUBSTITUTION

- A. Where several manufacturers' names are given, the first manufacturer is the basis for job design and establishes the quality.
- B. Equivalent equipment manufactured by the other listed manufacturers may be used. Contractor shall ensure that all items submitted by these other manufacturers meet all requirements of the drawings and specifications and fits in the allocated space. When using other listed manufacturers, the Contractor shall assume responsibility for any and all modifications necessary.

- C. Any material, article or equipment of other unnamed manufacturers which will adequately perform the services and duties imposed by the design and is of a quality equal to or better than the material, article or equipment identified by the drawings and specifications may be used if approval is secured in writing from the Owner/Engineer not later than ten days prior to the bid opening.
- D. This Contractor assumes all costs incurred as a result of using the offered material, article or equipment, on the Contractor's part or on the part of other Contractors whose work is affected.
- E. This Contractor may list voluntary add or deduct prices for alternate materials on the bid form. These items will not be used in determining the low bidder.
- F. All material substitutions requested later than ten (10) days prior to bid opening must be listed as voluntary changes on the bid form.

## PART 2 - EXECUTION

### 2.1 JOBSITE SAFETY

- A. Neither the professional activities of the Engineer, nor the presence of the Engineer or the employees and subconsultants at a construction site, shall relieve the Contractor and other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for jobsite safety. The Engineer shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

### 2.2 PROJECT CLOSEOUT

- A. The following paragraphs supplement the requirements of Division 1.
- B. Final Jobsite Observation:
  - 1. In order to prevent the Final Jobsite Observation from occurring too early, the Contractor is required to review the completion status of the project and certify that the job is ready for the final jobsite observation.
  - 2. Upon Contractor certification that the project is complete and ready for a final observation, the Contractor shall sign the attached certification and return it to the Owner/Engineer so that the final observation can be scheduled.
  - 3. It is understood that if the Owner/Engineer finds the job not ready for the final observation and that additional trips and observations are required to bring the project to completion, the costs incurred by the Owner/Engineer's additional time and expenses will be deducted from the Contractor's contract retainage prior to final payment at the completion of the job.

- C. Before final payment is authorized, this Contractor must submit the following:
  - 1. Operation and maintenance manuals with copies of approved shop drawings.
  - 2. Record documents including **marked-up** drawings and specifications.
  - 3. A report documenting the instructions given to the Owner's representatives complete with the number of hours spent in the instruction. The report shall bear the signature of an authorized agent of This Contractor and shall be signed by the Owner's representatives.

## 2.3 OPERATION AND MAINTENANCE MANUALS

- A. General:
  - 1. Provide an electronic copy of the O&M manuals as described below for Owner/Engineer's review and approval. The electronic copy shall be corrected as required to address the Owner/Engineer's comments. Once corrected, electronic copies and paper copies shall be distributed as directed by the Architect/Engineer.
  - 2. Approved O&M manuals shall be completed and in the Owner's possession prior to Owner's acceptance and at least 10 days prior to instruction of operating personnel.

## 2.4 INSTRUCTING THE OWNER'S REPRESENTATIVES

- A. Adequately instruct the Owner's designated representatives in the maintenance, care, and operation of all systems installed under this contract.
- B. Notify the Architect/Engineer of the time and place for the verbal instructions to be given to the Owner's representative so a representative can attend if desired.

## 2.5 RECORD DOCUMENTS

- A. The following paragraphs supplement Division 1 requirements.
- B. Maintain at the job site a separate and complete set of plumbing drawings and specifications with all changes made to the systems clearly and permanently marked in complete detail.
- C. Mark drawings to indicate revisions to piping size and location.

END OF SECTION

## SECTION 22 0503 - THROUGH PENETRATION FIRESTOPPING

### PART 1 - GENERAL

#### 1.1 REFERENCES

- A. UL 723 - Surface Burning Characteristics of Building Materials
- B. ANSI/UL 1479 - Fire Tests of Through Penetration Firestops
- C. UL 2079 - Tests for Fire Resistance of Building Joint Systems
- D. UL Fire Resistance Directory Through Penetration Firestop Systems (XHEZ)
- E. Intertek / Warnock Hersey - Directory of Listed Products
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
- G. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Firestops
- H. **2018** International Plumbing Code

#### 1.2 DELIVERY, STORAGE, AND HANDLING

- A. Store, protect and handle products on site. Accept material on site in factory containers and packing. Inspect for damage. Protect from deterioration or damage due to moisture, temperature changes, contaminants, or other causes. Follow manufacturer's instructions for storage.
- B. Install material prior to expiration of product shelf life.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: For penetrations through the following fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
  - 1. Fire-resistance-rated walls including fire partitions, fire barriers, and smoke barriers.
  - 2. Fire-resistance-rated horizontal assemblies including floors, floor/ceiling assemblies, and ceiling membranes of roof/ceiling assemblies.

## PART 2 - EXECUTION

### 2.1 EXAMINATION

- A. Ensure all surfaces that contact seal materials are free of dirt, dust, grease, oil, rust, or loose materials. Clean and repair surfaces as required. Remove laitance and form-release agents from concrete.
- B. Ensure substrate and penetrating items have been permanently installed prior to installing firestopping systems. Ensure penetrating items have been properly spaced and have proper clearance prior to installing firestopping systems.
- C. Surfaces to which sealing materials are to be installed must meet the selected UL or Intertek / Warnock Hersey system substrate criteria.
- D. Prime substrates where recommended in writing by through-penetration firestop system manufacturer. Confine primer to area of bond.

### 2.2 CLEANING AND PROTECTING

- A. Clean excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not cause damage.
- B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

### 2.3 INSPECTION

- A. Access to firestop systems shall be maintained for examination by the Authority Having Jurisdiction at their request.
- B. Proceed with enclosing through-penetration firestop system with other construction only after inspection reports are issued and firestop installations comply with requirements.

END OF SECTION

## SECTION 22 0505 - PLUMBING DEMOLITION FOR REMODELING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Plumbing Demolition.
- B. Cutting and Patching.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND EQUIPMENT

- A. Piping materials shall be as specified in individual Sections.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. THE DRAWINGS ARE INTENDED TO INDICATE THE GENERAL SCOPE OF WORK AND DO NOT SHOW EVERY PIPE, OR PIECE OF EQUIPMENT THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY CONDITIONS PRIOR TO SUBMITTING A BID.
- B. Bid submittal shall mean the Contractor has visited the project site and verified existing conditions and scope of work.

#### 3.2 PREPARATION

- A. Disconnect plumbing systems in walls, floors, and ceilings where fixtures are to be removed in order to perform plumbing work. Isolate and shut-off water serving said fixtures prior to removal. .
- B. Provide temporary connections to maintain existing systems in service during construction.
- C. Existing Plumbing System: Maintain service to all plumbing fixtures until new piping is installed. Obtain permission from Owner at least 48 hours before shutting down system for any reason. Make changeover to new piping with minimum outage.

#### 3.3 DEMOLITION

- A. Where walls, ceilings, etc., are required to be removed in order to complete plumbing work, the Contractor shall remove all mechanical, lighting, devices, fixtures, casework, counters, etc., and re-install all when complete.

- B. Repair adjacent construction and finishes damaged during demolition and extension work.
- C. Temporarily cap all openings to the sanitary and vent system to prevent odor from entering the work area and building.

#### 3.4 CUTTING AND PATCHING

- A. This Contractor is responsible for all penetrations of existing construction required to complete the work of this project.
- B. Penetrations in existing construction should be reviewed carefully prior to proceeding with any work.
- C. Penetrations shall be neat and clean with smooth and/or finished edges. Core drill where possible for clean opening.
- D. Repair existing construction as required after penetration is complete to restore to original condition. Use similar materials and match adjacent construction
- E. Floor slab on grade is a structural slab. All penetrations shall be X-rayed prior to cutting and/or drilling to avoid rebar or utilities encased in floor construction. Provide rebar dowels to replace damaged rebar and pin existing slab with patched slab.
- F. This Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

#### 3.5 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment which remain or are to be reused.
- B. Clean all systems adjacent to project which are affected by the dust and debris caused by this construction.

#### 3.6 SPECIAL REQUIREMENTS

- A. Review locations of all new penetrations in existing floor slabs or walls. Determine construction type and review for possible interferences. Bring all concerns to the attention of the Owner before proceeding.

END OF SECTION

## SECTION 22 1000 - PLUMBING PIPING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Pipe and Pipe Fittings.

#### 1.2 REFERENCES

- A. ASTM D2661 and D2665 - PVC DWV Pipe & Fittings.
- B. ASTM F402 - Standard Practice for Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermoplastic Pipe and Fittings.
- C. ASTM F656 - Standard Specification for Primers for Use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings

### PART 2 - PRODUCTS

#### 2.1 PLASTIC PIPE

- A. PVC-DWV or ABS-DWV; Schedule 40; Solvent Weld Joints:
  - 1. Pipe: Schedule 40 rigid, PVC-DWV, or ABS-DWV, normal impact Type 1, with plain ends, conforming to ASTM Standards D2665 or D2661. Cellular core piping is not acceptable.
  - 2. Joints: Solvent-weld socket type with solvent recommended by pipe manufacturer.
  - 3. Fittings: PVC-DWV, or ABS-DWV, normal impact Type 1, with solvent-weld socket type ends for Schedule 40 pipe.
  - 4. Limits: Schedule 40 PVC-DWV, or ABS-DWV pipe must not be threaded. Do not use where exposed or in return air plenums.
  - 5. Use: Use PVC or ABS only where allowed by local jurisdiction. Comply with all special requirements or limitations.
  - 6. Special Requirements: Provide expansion loop(s) and/or expansion joints in the piping system per the manufacturer's guidelines

#### 2.2 PIPE LINING (WASTE STACK PIPE LATERALS)

- A. Cured-in-place pipe (CIPP) System Nu Drain System 2500 (or equal).
  - 1. Liners shall be designed and constructed to meet or exceed the minimum performance property requirements of ASTM F1743 or ASTM F1216.
- B. Liner thickness shall be in accordance with design appendices of either ASTM F1743 or ASTM F1216; sufficient layers of felt shall be used to manufacture the tube to exceed the structural thickness requirement. Min 2 to 4mm. Installed thickness.

2.3 PIPE LINING (Waste and Vent Stacks) IPP Solutions (or Equal).

- A. Pipe cast S-HCR is a two-component, 100% solids (no voc's or solvents), exothermic, rapid curing, elastomeric polyurea-based lining system. Product shall comply with NSF/ANSI 61 Section 5 Standards.
- B. Spray-on Application, seamless lining and rated from 20 F - 170 F. Min 2 to 4 mm thickness.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Install all products per manufacturer's recommendations.
- B. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- C. Remove scale and dirt, on inside and outside, before assembly.

3.2 TESTING PIPING

- A. Sanitary Drainage, Sanitary Vent:
  - 1. Test all piping with water to prove tight.
  - 2. Hydrostatically test all soil, waste, and vent piping inside of building with 10 feet head of water for 15 minutes. Inspect before fixtures are connected. If leaks appear, repair them and repeat the test.

3.3 INSTALLATION

- A. General Installation Requirements:
  - 1. Route piping in orderly manner and maintain gradient. Install to conserve building space.
  - 2. Group piping whenever practical at common elevations.
  - 3. Install piping to allow for expansion and contraction without stressing pipe, joints, or equipment.
  - 4. Where pipe supports are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
  - 5. All non-potable outlets shall be clearly marked with a permanently affixed laminated sign with 3/8" high lettering saying "Non-Potable Water Not for Human Consumption." Sign shall have black lettering on a yellow background.
  - 6. All vertical pipe drops shall be routed within a wall cavity, unless specifically noted otherwise. For renovation projects, this Contractor is responsible for opening and patching existing walls for installation of piping. Wall patching shall match existing condition.

B. Sanitary Piping:

1. Install all sanitary piping inside the building with a slope in accordance with min. code requirements.

3.4 PIPE ERECTION AND LAYING

- A. Carefully inspect all pipe, fittings, and accessories before installation. Any items that are unsuitable, cracked or otherwise defective shall be removed from the job immediately.
- B. All pipe, fittings, and accessories shall have factory applied markings, stampings, or nameplates with sufficient data to determine their conformance with specified requirements.
- C. Exercise care at every stage of storage, handling, laying and erecting to prevent entry of foreign matter into piping, fittings, and accessories. Do not install any item that is not clean.
- D. Until system is fully operational, all openings in piping and equipment shall be kept closed except when actual work is being performed on that item or system. Closures shall be plugs, caps, blind flanges or other items specifically designed and intended for this purpose.
- E. Run pipes straight and true, parallel to building lines with minimum use of offsets and couplings. Provide only offsets required to provide needed headroom or clearance and to provide needed flexibility in pipe lines.
- F. Make changes in direction of pipes only with fittings or pipe bends. Changes in size only with fittings.
- G. Provide flanges or unions at all final connections to traps .
- H. Underground pipe shall be laid in dry trenches maintained free of accumulated water.

3.5 PLUMBING VENTS

- A. Vent as shown on the drawings and in accordance with all codes having jurisdiction.
- B. Extend the high side of the soil and waste stacks at least 12" above roof.
- C. Flash pipes at the roof. Coordinate installation of flashing with existing roof construction to make water-tight.
- D. Vent pipes through the roof shall be located a minimum of 10ft. from any air intake opening on the roof.

3.6 BRANCH CONNECTIONS

- A. Do not use double wye or double combination wye and eighth bend DWV fittings in horizontal piping.

END OF SECTION



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## **City of Phoenix/US Vets**

### **City of Phoenix Veteran's Center – Sanitary Waste/Vent Assessment Study**

**12027 N. 28<sup>th</sup> Drive Phoenix, AZ 85029**

IMEG #24001203.00

## TABLE OF CONTENTS

A.	Introduction: .....	1
B.	Existing Conditions: .....	1
C.	Recommendations: .....	3
D.	Summary: .....	4



## **City of Phoenix Veteran's Center – Sanitary Waste/Vent Assessment Study**

IMEG #24001203.00

March 12, 2024

A. Introduction:

The purpose of this Assessment Study was to observe the existing constructed conditions of the sanitary waste/vent system in conjunction with the construction documents as prepared by MSA now IMEG as well as documents and videos as prepared and submitted by Nu-Flow.

B. Existing Conditions:

IMEG representatives (Brett Casperson and Michael Tibben), Nu-Flow representative (John Baca) and City of Phoenix representative (Jaime Garrido) visited the site on February 22<sup>nd</sup>, 2024 and walked the building's first through 4<sup>th</sup> floor level. Areas observed were:

1. Waste Stack Cleanouts:

- a. Cleanouts at base of main waste pipe stacks at first floor level and serving levels above were not installed or provided as being readily accessible in accordance with the latest adopted plumbing code upon completion of finish work within corridors.

2. Waste Stacks:

- a. Waste stack piping was a combination of cast-iron and PVC. It was apparent that where prior failure with cast iron had occurred, the piping was replaced with PVC.

3. Building Waste Main:

- a. The waste pipe main located below first floor corridor slab on grade was not replaced with new piping in accordance with plumbing plans PU1.01, PU1.02, and PU1.03. Piping was internally lined with CIPP lining instead of replaced. At the time of site observation, Nu-Flow ran a camera line into the waste main, entering floor cleanout, approximately mid-point in corridor length and proceeded to extend camera towards the lobby. At a couple locations slow moving or standing water was observed as well as debris in main and at enough of a volume to promote future line blockage.


4. Waste Stack Branch Lines:
  - a. The waste branch lines serving 4" stacks and connecting to the main waste pipe located below first floor corridor slab on grade were not replaced with new piping (or lined) up to point of connection (just above slab) to vertical stack serving floors 2 through 4 in accordance with plumbing plans PU1.01 and PU1.02 (detail 3). At the time of site observation, Nu-Flow ran a camera line into the waste stack, just above first floor level slab, and extended camera up to point of connection to main in corridor. Heavy corrosion within the cast iron waste line from base of stack to main in corridor was observed. At a couple locations slow moving or standing water was observed as well as debris in pipe and at enough of a volume to promote future line blockage. It was also verbally reported by Nu-Flow that heavy sediment and debris within the branch lines at other resident rooms is such that the base of the stack is pugged solid with debris as well as at a location just downstream of branch line serving shower.
5. Resident Room Waste Piping (First Floor):
  - a. It was verbally reported by Nu-Flow that all existing waste piping located below first floor slab on grade and serving individual fixtures within each resident room remains as existing. It was apparent from video camera evidence that the condition of piping was not investigated and reported as needing replacement during construction in accordance with PU1.01 (detail 3, keynote 6 and 7) and PU1.02 (detail 3, keynote 6). According to verbal statements by Nu-Flow and observed camera investigation all fixture branch piping needs replacement.
6. Resident Room Waste and Vent Piping (First Floor Vent and Second through Fourth Floor Waste and Vent):
  - a. Where sheetrock walls and/or ceilings have been removed at various locations throughout building to observe piping extensive exterior to piping corrosion was evident on numerous fittings.
  - b. Within the ceiling space of room #221 the waste trap arm serving the shower within room #321 above had a significant crack along its upper half of pipe. Immediate risk of escaping sewer gas odors as well as a high risk of waste/water damage to ceiling and eventual complete line failure. Evidence of pipe cracks were also observed in numerous other areas, locations to note but not limited to; 102, 211, 218, and 219.
  - c. It was evident that as repairs became necessary, piping was replaced with new cast iron or PVC. However, in one specific location, room #219 back-pitch resulted with the improper installation of a recent repair.

7. Resident Room Shower Drains:
    - a. It was verbally reported by Nu-Flow that all showers drain traps and trap arms are completely blocked with debris and the result being showers are not able to be used.
  8. Resident Room Bar Sinks:
    - a. In review of back-to-back plumbing chase serving resident rooms, where access was provided, a horizontal vent pipe was not observed to have been installed to serve added bar sinks as indicated within waste/vent isometrics. Additionally, a wall cleanout (WCO) was not observed to be installed at underside of sink (S-1) locations per waste/vent isometrics and code.
- C. Recommendations:
1. Waste Stack Cleanouts:
    - a. Provide and/or extend waste cleanouts to corridor wall and provide with metal wall cleanout cover or provide access panel of adequate size to access cleanout plug for removal and re-installation. Note: Work was being performed at time of visit.
  2. Waste Stacks:
    - a. Smoke test waste stacks and repair all leaks by replacement of pipe and fittings with new. Preferably PVC, however, cast iron of equal fitting configuration may prove to be necessary from a constructability perspective based upon this amount of re-pipe necessary. Coordinate with owner on a case-by-case basis of this situation.
  3. Building Waste Main:
    - a. Water jet entire length of waste main in corridor clean of debris and up to a point outside building where line is not obstructed and waste flows freely. This may require jetting of line all the way to city main to clear debris.
  4. Waste Stack Branch Lines:
    - a. Waste stack branch lines below first floor slab on grade and connecting to waste main in corridor shall be replaced with new schedule 40 PVC waste piping or jetted clean, camera inspected to confirm adequate integrity of pipe exists and allows for liner to be applied. New pipe lining to be equal to installed lining within building waste main.

5. Resident Room Waste Piping (First Floor):
  - a. Waste branch piping serving individual fixtures within each resident room shall be removed and replaced with new schedule 40 PVC waste piping.
6. Resident Room Waste and Vent Piping (First Floor Vent and Second through Fourth Floor Waste and Vent):
  - a. Smoke test waste/vent piping and repair all leaks by replacement of pipe and fittings with new schedule 40 PVC. However, cast iron of equal fitting configuration may prove to be necessary from a constructability perspective based upon the amount of re-pipe necessary. Coordinate with owner on a case-by-case basis of this situation.
7. Resident Room Shower Drains:
  - a. Remove all existing piping (trap, trap arm and waste branch) and replace with new schedule 40 PVC.

D. Summary:

1. In review of documentation as provided by Nu-Flow, extensive field investigation has been performed along with supporting video documentation/findings and written recommendations that supports IMEG's observations and recommendations.
2. At this time IMEG recommends the development of a construction scope document based upon recommendations provided within that can be submitted for a contractor bid. In addition, the owner shall develop with the awarded contractor a phased construction plan that allows for the move-in of residents upon completion of the repairs recommended within.



Digitally signed by  
Brett C. Casperson  
Date: 2024.03.12  
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Prepared by: Brett C. Casperson, LEED AP

BCC/br

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	Job ID							
	Veterans Center Investigation							
	12027 N 28th Dr Phoenix Az 85029							
Unit	Sink Angle Stops Move in Ready	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
101	✓	☐	☐	✓	☐	✓	✓	
103	✓	☐	☐	✓	☐	✓	✓	
105	✓	☐	☐	✓	☐	✓	✓	
107	✓	☐	☐	✓	☐	✓	✓	
109	✓	☐	☐	☐	☐	☐	☐	
111	✓	☐	☐	☐	☐	✓	✓	
113	✓	☐	☐	☐	☐	☐	☐	
115	✓	☐	☐	✓	☐	✓	✓	
Staff Office 117	☐	☐	☐	☐	☐	☐	☐	
Staff Office 119	☐	☐	☐	☐	☐	☐	☐	
117	✓	☐	☐	☐	☐	☐	☐	
119	✓	☐	☐	☐	☐	✓	✓	
121	✓	✓	✓	✓	☐	☐	☐	
123	✓	✓	✓	✓	☐	✓	✓	
125	✓	✓	✓	✓	☐	☐	☐	
127	✓	✓	✓	✓	☐	✓	✓	
129	✓	✓	✓	☐	☐	☐	☐	
131	✓	✓	✓	✓	☐	✓	✓	
133	✓	✓	✓	☐	☐	☐	☐	
Staff Office	☐	☐	☐	☐	☐	☐	☐	
102	✓	☐	☐	✓	☐	✓	✓	Shower low to no flow
104	✓	✓	✓	✓	☐	✓	✓	
104	✓	✓	✓	☐	☐	☐	☐	Shower low to no flow
106	✓	✓	✓	✓	☐	☐	☐	
108	✓	✓	✓	☐	☐	✓	✓	
110	✓	✓	✓	✓	☐	☐	☐	
112	✓	✓	✓	☐	☐	✓	✓	
Staff Office	☐	☐	☐	☐	☐	☐	☐	
(118)?	☐	☐	☐	☐	☐	☐	☐	
Staff Office 120	☐	☐	☐	☐	☐	☐	☐	
114	✓	☐	☐	✓	☐	☐	☐	
Staff Office 124	☐	☐	☐	☐	☐	☐	☐	
Staff Office 126	✓	☐	☐	☐	☐	☐	☐	
116	✓	✓	✓	✓	☐	☐	☐	
118	✓	✓	✓	✓	☐	✓	✓	
120	✓	✓	✓	☐	☐	☐	☐	
122	✓	✓	✓	✓	☐	✓	✓	
124	✓	✓	✓	☐	☐	☐	☐	

	Job ID							
	Veterans Center Investigation							
	12027 N 28th Dr Phoenix Az 85029							
Unit	Sink Angle Stops Move in Ready	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
126	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
128	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Resident Lounge	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
East Laundry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
East Ice Machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen Drains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clothing Boutique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lobby Restroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Restroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Laundry Room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exterior Hose Bibs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	There is a total of 8 hose bibs that were located around and in the building, the only 2 with running water on 2/21/24 is the south side hose bibs in the pool area, and the clothing boutique, but the clothing boutique leaks while running water
Ice Machines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	Job ID								
	Veterans Center Investigation								
	12027 N 28th Dr Phoenix Az 85029								
Unit	Sink Angle Stops Move in Ready	Picture of Kitchenette Drain >5min	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
West Ice Machine			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
201			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Toilet backs up after couple flushes
203			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
205			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
207			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
209			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
211			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
213			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Water pressure in shower is low
215			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
217			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower not connected
219			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, and toilet not connected
221			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
223			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower not connected
225			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower not connected, flange filled with debris
227			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
229			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
231			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
233			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
235			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
237			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
239			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
241			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
243			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
						<input type="checkbox"/>			
202			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
204			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
206			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks, and toilet doesn't flush

	Job ID								
	Veterans Center Investigation								
	12027 N 28th Dr Phoenix Az 85029								
Unit	Sink Angle Stops Move in Ready	Picture of Kitchenette Drain >5min	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
208			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
210			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		Water pressure in shower is low
212			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		P trap not connected
214			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
216			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
218			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
220			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
222			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
224			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		Shower has no running water
226			✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>		Shower backup, and toilet stack leaks
228			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower not connected
230			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower not connected
232			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
234			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
236			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
238			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
240			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
242			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
244			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
246			<input type="checkbox"/>	<input type="checkbox"/>	✓	<input type="checkbox"/>	<input type="checkbox"/>		
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
East Laundry			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
East Ice Machine			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

	Job ID								
	Veterans Center Investigation								
	12027 N 28th Dr Phoenix Az 85029								
Unit	Sink Angle Stops Move in Ready	Picture of Kitchenette Drain >5min	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
West Ice Machine	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
301	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
303	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is ABS, to cast, toilet is cast
305	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		slow drain in shower, toilet doesn't; flush
307	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		PVC stack
309	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower stack is abs
311	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower stack is ABS to cast to PVC
313	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS p-trap
315	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower goes ABS to cast, slow drain sink
317	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast,
319	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast,
321	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower stack leaks from dirty arm, toilet is ABS to cast
323	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower, sink, and toilet not connected
325	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower, sink, and toilet not connected
327	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Sink, and toilet stack is old cast
329	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast sink is cast to ABS, toilet is cast, slow drain sink
331	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower stack is ABS to cast, Sink is cast to ABS, toilet is cast

	Job ID								
	Veterans Center Investigation								
	12027 N 28th Dr Phoenix Az 85029								
Unit	Sink Angle Stops Move in Ready	Picture of Kitchenette Drain >5min	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
333	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower stack is ABS to cast, Sink is cast to ABS, toilet is cast
335	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<b>Shower stack is ABS to cast, Sink is cast to ABS, toilet is cast</b>
337	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower stack is ABS to cast, Sink is cast, toilet is cast
339	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<b>Shower stack is ABS to cast, Sink is cast, toilet is cast</b>
341	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS, sink is PVC, toilet is cast
VA Inspection GDP Room	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Shower is ABS, sink is PVC, toilet is cast, shower is slow drain</b>
						<input type="checkbox"/>			
302	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Shower is ABS to cast sink is cast to ABS, toilet is cast, leak in toilet stack</b>
304	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast sink is cast, toilet is cast, , no water pressure in sink
306	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Shower is ABS back to cast, back to ABS, sink is cast to ABS, toilet to ABS</b>
308	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast back to ABS, sink is cast to ABS, toilet is cast to ABS
310	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<b>Shower is ABS to cast sink is PVC, toilet is cast,</b>
312	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to PVC, sink is PVC, toilet is cast

	Job ID								
	Veterans Center Investigation								
	12027 N 28th Dr Phoenix Az 85029								
Unit	Sink Angle Stops Move in Ready	Picture of Kitchenette Drain >5min	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
314	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast back to ABS, sink is cast to PVC to ABS, toilet is cast to ABS, leak in sink stack
316	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast back to ABS, sink is cast to PVC to ABS, toilet is cast to ABS, leak in sink stack
318	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast, sink is PVC to cast, toilet is cast, vertical sewer stack in room 218 is cracked and leaking
320	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is PVC to cast, toilet is cast, vertical sewer stack in room 218 is cracked and leaking
322	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast, sink is cast to PVC, toilet is cast, large leak in sink stack
324	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast to PVC, toilet is cast, large leak in sink stack
326	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
328	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower/tub filled with debris, and toilet, and sink not connected
330	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower/tub filled with debris, and toilet, and sink not connected

	Job ID								
	Veterans Center Investigation								
	12027 N 28th Dr Phoenix Az 85029								
Unit	Sink Angle Stops Move in Ready	Picture of Kitchenette Drain >5min	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
332	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast, sink is PVC to cast, toilet is cast
334	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is ABS, toilet is cast
336	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast, sink is ABS, toilet is cast
338	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is abs to cast (Fernco) in the wall), toilet is cast, slow drain sink
340	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast, sink is abs to cast (Fernco) in the wall), toilet is cast
342	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is PVC, Toilet is cast
344	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Shower is ABS to cast, sink is PVC, Toilet is cast
346	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			Shower is ASBS to cast, sink is PVC to cast, toilet is cast
East Laundry	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Stack for laundry and ice machine is PVC, no back ups, water drains in laundry
East Ice Machine	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Stack for laundry and ice machine is PVC, no back ups, water drains in laundry

	Job ID							
	Veterans Center Investigation							
	12027 N 28th Dr Phoenix Az 85029							
Unit	Sink Angle Stops Move in Ready	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
West Ice Machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
401	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower abs to cast, sink is PVC to new cast to old cast, toilet is cast
403	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower abs to cast, sink is ABS to PVC, toilet is cast with a fernco on the ABS
405	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower abs to cast, sink is ABS to PVC, toilet is cast with a fernco on the ABS
407	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast, sink backs up after running it long enough
409	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast, sink backs up after running it long enough
411	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
413	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
415	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is PVC to cast, toilet is old cast to new cast
417	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is PVC to cast, toilet is old cast to new cast
419	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, kitchenette is PVC to cast, and bathroom sink is cast, toilet is cast to cast

	Job ID							
	Veterans Center Investigation							
	12027 N 28th Dr Phoenix Az 85029							
Unit	Sink Angle Stops Move in Ready	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
421	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is cast, sink is ABS to cast, toilet cast to cast
423	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower all not connected
425	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink, toilet, and shower all not connected
427	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS, sink is cast, toilet is cast
429	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
431	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
433	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS, sink is cast, toilet is cast
435	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS, sink is cast, toilet is cast
437	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast to PVC, sink is cast, toilet is cast
439	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast to PVC, sink is cast, toilet is cast
441	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
443	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>			
402	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, kitchenette sink is PVC to cast, sink is cast, toilet is cast
404	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, kitchenette is PVC to cast, sink is cast, toilet is cast
406	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is pvc to cast, toilet is cast
408	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is pvc to cast, toilet is cast

	Job ID							
	Veterans Center Investigation							
	12027 N 28th Dr Phoenix Az 85029							
Unit	Sink Angle Stops Move in Ready	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
410	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
412	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
414	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS , sink ABS, toilet is ABS
416	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS , sink ABS, toilet is ABS
418	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast to PVC, sink cast, toilet is cast
420	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to PVC, sink is cast, toilet is cast, slow drain in shower
422	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS, sink is PVC, toilet is cast
424	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS , sink is PVC, toilet is cast
426	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, kitchenette is PVC to cast, and bathroom sink is cast, toilet is cast to cast
428	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, kitchenette is PVC to cast, and bathroom sink is cast, toilet is cast to cast
430	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is PVC toilet is cast
432	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is PVC toilet is cast
434	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to PVC , sink is ABS to cast, toilet is cast
436	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to PVC, sink is ABS to cast, toilet is cast

	Job ID							
	Veterans Center Investigation							
	12027 N 28th Dr Phoenix Az 85029							
Unit	Sink Angle Stops Move in Ready	Kitchenette Drain Move in Ready	Kitchenette Angle Stops Move in Ready	Toilet Move in ready	Toilet Angle Stop Move in Ready	Before Drywall Repair	After Drywall Repair	Comments
West Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
438	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast to PVC, sink is PVC, toilet is cast, toilet backs up
440	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast to PVC, sink is PVC, toilet is cast, slow drain shower
442	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
444	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
Resident Lounge	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower is ABS to cast, sink is cast, toilet is cast
East Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Stack for laundry and ice machine is PVC, no back ups, water drains in laundry
East Ice Machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Stack for laundry and ice machine is PVC, no back ups, ice machine drain, drains
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		



	Job ID						
	Veterans Center Investigation						
	12027 N 28th Dr Phoenix Az 85029						
Main							Notes
Elevator Run							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Front Desk Run							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack Map							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N1							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N2							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N3							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N4							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N5							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N6							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N7							Contains old cast iron though out the stack that needs to be replace or rehabilitated

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Main							Notes
Roof Stack N8							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N9							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N10							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N11							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack N12							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S1							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S2							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S3							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S4							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S5							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S6							Contains old cast iron though out the stack that needs to be replace or rehabilitated

	Job ID						
	Veterans Center Investigation						
	12027 N 28th Dr Phoenix Az 85029						
Main							Notes
Roof Stack S7							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S8							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S9							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S10							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S11							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Roof Stack S12							Contains old cast iron though out the stack that needs to be replace or rehabilitated
Ice Machines							Contains old cast iron though out the stack that needs to be replace or rehabilitated
East Ice Machine							
West Ice Machine							

