

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



**PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS  
ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS  
DESIGN-BID-BUILD  
PROJECT NO. AH10010002**

**PROCUREPHX PRODUCT CATEGORY CODE 912000000  
RFx 6000001631**

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



## TABLE OF CONTENTS

PROJECT TITLE: ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS DESIGN-BID-BUILD  
PROJECT NO.: AH10010002

### SECTION I – Informative

(1) Call for Bids	C.F.B. - 1 to 2
(2) Information for Bidders	I.F.B. - 1 to 18
(3) Supplementary Conditions	S.C. - 1 to 12
(4) Disadvantage Business Enterprise (DBE) Clause	D.B.E.C. - 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) General Wage Decision	G.W.D. - 1 to 6
(8) American Rescue Plan Act State and Local Fiscal Recovery Funds	ARPA - 1 to 4
(9) Form HUD 5370	19 Pages
(10) US Vets Assessment Study	6 Pages
(11) US Vets Investigation Report	25 Pages



### SECTION II - Submittals

(1) Bid Proposal	P. - 1 to P.- 2
(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

(1) Technical Specifications	26 Pages
(2) Plan Sheets	48 Pages

# CALL FOR BIDS

**CITY OF PHOENIX  
ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS  
DESIGN-BID-BUILD**

**PROJECT NO. AH10010002**

**PROCUREPHX PRODUCT CATEGORY CODE 912000000  
RFx 6000001631**

**BIDS WILL BE DUE: TUESDAY, AUGUST 6, 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, AUGUST 6, 2024, 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, and roofing improvements to the US Vets facility located at 12027 N. 28th Drive, Phoenix, AZ 85029. The facility is a four (4) stories building with a gross area of approximately 148,000 sf and a roof gross area of approximately 34,000 sf.

The scope of work consists of three main portions 1) Plumbing Improvements 2) Roofing Improvements, and 3) Intermediate Distribution Frame (IDF) Room Improvements. The project includes but is not limited to the following:

1. Plumbing improvements scope of work includes all labor, materials, and equipment necessary to construct the replacement and upgrades to the existing sanitary waste and vent systems serving the resident room wing, floors one through four and sanitary waste main running below slab through the 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.

2. Roofing improvements scope of work includes all labor, materials, and equipment necessary to remove excess roofing material, vertical flashings and previously applied foam and properly prepare the existing roof systems to receive flute fill (where required), cover board and a new spray applied polyurethane foam and coatings roof system to qualify for a minimum 10-year warranty. Provide sheet metal work in connection with roofing work, such as vent flashings, T-tops, cap flashing, copings, and miscellaneous

sheet metal as specified. Throughout the project, caulk and seal all joints where shown on the drawings and elsewhere as required to provide a positive barrier against passage of air and moisture.

3. IDF room improvements scope of work includes all labor, materials, and equipment necessary to provide new ceiling framing, new finishes, new lighting, new door, door frame and hardware and new mini-split AC unit per contract documents. Infill exterior wall condition to match existing adjacent finishes and ensure room maintains appropriate interior temperature. The scope of work of this project also includes sprayed in place foam reroofing, cold metal framing, exterior insulation and finish system, painting, mechanical, plumbing, and electrical.

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 (DBE) 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, July 19, 2024, at 8:30 a.m., at 200 W. Washington Street, City Hall, 5th Floor, 5West Conference Room and will continue at 10:00 a.m. at the project location 12027 N. 28th 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, July 11, 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: July 11, 2024  
Date: July 18, 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, cashiers 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 Miscellaneous Repairs and Improvements 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-2 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. **WAGE DETERMINATION**

In the event that the wage determination decision of the Secretary of Labor is required for a project (attached hereto on pages G.W.D.-1 to 6 and made a part hereof) and has been superseded by any subsequent wage determination decision(s) published up to and including 10 days prior to bid opening, the most recent applicable wage decision shall be incorporated by reference, and the successful bidder agrees to be bound by it, regardless of what is contained in the specifications. State or local wage rates will not apply if the state or local wage rate exceeds the corresponding Federal Wage Determination rate.

K. **WORKFORCE REPORTING REQUIREMENTS**

The contractor shall submit payrolls electronically through the internet to the City of Phoenix web-based certified payroll tracking system. The City of Phoenix uses the "LCP Tracker" website to track the certified payroll information. Additional information regarding the use of this system is available at <https://lcptracker.net>. This requirement shall also apply to every lower-tier subcontractor that is required to provide weekly certified payroll reports.

L. **PAYMENT WITHHOLDING**

Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance with the Federal Labor Standards.

Failure to clarify, when requested, discrepancies between hourly wages paid individual workers and the minimum hourly wages required by the Federal Wage Decisions contained in the contract documents may affect the complete or timely release of payments.

M. **LABOR COMPLIANCE PRECONSTRUCTION CONFERENCE**

On all federally assisted projects, a Labor Compliance Conference must be held after project award and prior to the established Notice to Proceed. This meeting is separate from and in addition to the pre-construction conference.

The successful bidder shall schedule the conference by calling the City of Phoenix Housing Labor Compliance Office, (602) 262-6017. Minimum attendance shall be a corporate officer, who is authorized to execute and sign documents for the firm and the payroll representative of the prime, sub and lower-tier Contractors.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

S. **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."

T. **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.

U. **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.

V. **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.

W. **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.

X. **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.

Y. **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.

Z. **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.

AA. **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>

**BB. 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.

#### **CC. 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.

DD. **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.

EE. **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.

FF. **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.

GG. **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.

HH. **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.

II. **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.

JJ. **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.

KK. **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.
- 
- 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
-----------------------------	-------------

- 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 Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee'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 Indemnitee 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 Miscellaneous Repairs and Improvements 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.

D.B.E.C - 7

**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

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.

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 August 24, 2016

**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 August 15 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.

"General Decision Number: AZ20240001 03/22/2024

Superseded General Decision Number: AZ20230001

State: Arizona

Construction Type: Residential

County: Maricopa County in Arizona.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024



BRAZ0003-007 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.74	9.52

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

- Zone A: 0-60 miles- Base Rate
- Zone B: 61-75 miles- Base Rate plus \$2.00 per hour
- Zone C: 75-100 miles- Base Rate plus \$3.00 per hour
- Zone D: 101-200 miles- Base Rate plus \$3.50 per hour
- Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

-----  
ENGI0428-005 06/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Grader/Blade).....	\$ 34.49	12.57

-----  
IRON0075-008 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	18.91

-----  
\* PLAS0394-006 01/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.78	9.17

-----  
\* SUAZ2011-001 07/28/2011

	Rates	Fringes
ALARM INSTALLER, Includes Wiring and Installation.....	\$ 13.91 **	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 18.16	0.00
DRYWALL HANGER.....	\$ 15.00 **	0.58
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms.....	\$ 15.45 **	0.01
FORM WORKER.....	\$ 14.37 **	0.00
GLAZIER.....	\$ 13.45 **	0.00
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.36 **	0.00
LABORER: Common or General.....	\$ 10.18 **	0.00
LABORER: Grade Checker.....	\$ 16.83 **	0.45

LABORER: Mason Tender - Brick...	\$ 12.77 **	0.00
LABORER: Mason Tender - Cement/Concrete/Stone.....	\$ 11.00 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.00
OPERATOR: Backhoe.....	\$ 18.29	0.00
OPERATOR: Excavator.....	\$ 24.67	0.00
OPERATOR: Forklift.....	\$ 16.17 **	0.00
OPERATOR: Loader (Front End)....	\$ 15.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.75	0.00
OPERATOR: Roller.....	\$ 16.24 **	1.42
OPERATOR: Scraper.....	\$ 19.20	1.52
OPERATOR: Tractor.....	\$ 22.63	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.89 **	0.00
PLUMBER.....	\$ 20.14	4.08
ROOFER.....	\$ 13.67 **	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 17.73	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.02 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.50 **	0.00

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

## 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. .

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	<b>Administrative Requirements</b>		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
<b>Construction Requirements</b>			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19
Liens			Materials		

---

## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

## 20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.



- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

**Administrative Requirements**

**25. Contract Period**

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

**Title:**

**Date:**

- (f) Except as otherwise provided in State law, the PHA shall payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring 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 requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall 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, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government 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.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) 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 sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

---

#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall



be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

---

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



---

## **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  
09:57:55-07'00'

Prepared by: Brett C. Casperson, LEED AP

BCC/br

\\files\Projects\2024\24001203.00\ReportsNarratives\20240312\_Rpt\_City of Phoenix Veteran's Center - Sanitary Waste/Vent Assessment Study.docx

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
103	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
105	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
107	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
109	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
111	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
113	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
115	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Staff Office 117	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Staff Office 119	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
117	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
119	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
121	<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"/>	
123	<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"/>	
125	<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"/>	
127	<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"/>	
129	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
131	<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"/>	
133	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Staff Office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
102	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Shower low to no flow
104	<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"/>	
104	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower low to no flow
106	<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"/>	
108	<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"/>	
110	<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"/>	
112	<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"/>	
Staff Office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(118)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Staff Office 120	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
114	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Staff Office 124	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Staff Office 126	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
116	<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"/>	
118	<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"/>	
120	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
122	<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"/>	
124	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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	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"/>	<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"/>		
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
210			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Water pressure in shower is low
212			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		P trap not connected
214			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
216			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
218			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
220			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
222			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
224			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Shower has no running water
226			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
234			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
236			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
238			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
240			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Sink stack leaks
242			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" 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"/>		<b>slow drain in shower, toilet doesn't; flush</b>
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"/>		<b>Shower stack is abs</b>
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"/>		<b>Shower is ABS p-trap</b>
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"/>		<b>Shower is ABS to cast,</b>
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"/>		<b>Shower stack leaks from dirty arm, toilet is ABS to cast</b>
323	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<b>Shower, sink, and toilet not connected</b>
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"/>		<b>Sink, and toilet stack is old cast</b>
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"/>		<b>Shower stack is ABS to cast, Sink is cast to ABS, toilet is cast</b>

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

Job ID						
Veterans Center Investigation						
12027 N 28th Dr Phoenix Az 85029						
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						



**BID PROPOSAL**  
**CITY OF PHOENIX, ARIZONA**  
**OFFICE OF THE CITY ENGINEER**  
**PROJECT TITLE: ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS**  
**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>
_____	_____	_____	_____
_____	_____	_____	_____

CITY OF PHOENIX, ARIZONA  
STREET TRANSPORTATION DEPARTMENT

ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS  
DESIGN-BID-BUILD  
CONSTRUCTION BID PROPOSAL

PROJECT NO.: AH10010002

**BASE BID – PLUMBING IMPROVEMENTS**

The undersigned agrees to perform the work as described in the Contract Documents for the following lump sum for Plumbing scope of work (including Contingency Allowance of \$150,000.00):

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

**BASE BID – ROOFING AND IDF ROOM IMPROVEMENTS**

The undersigned agrees to perform the work as described in the Contract Documents for the following lump sum for the Roofing and IDF Room Improvements:

\_\_\_\_\_ 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.

**ALTERNATE #1:**

Provide a price to completely remove and dispose of all metal coping and provide and install new material meeting sheet metal minimum standards outlined within this specification at all perimeters.

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

**TOTAL BID FOR ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS  
(ROOFING + IDF ROOM + PLUMBING)**

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

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

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

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

PROPOSAL SUBMITTAL

PROJECT TITLE: ARPA US VETS  
MISCELLANEOUS REPAIRS AND IMPROVEMENTS  
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 MISCELLANEOUS REPAIRS AND IMPROVEMENTS 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**

**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 Miscellaneous Repairs and Improvements 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*
Name: Address: City, State, Zip:      Number of Employees: Phone Number:      Email or Fax: Number of Years in Business:      Range of Annual Gross Receipts:	<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> %	<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  Dollar Value:  <input type="checkbox"/> Firm was not selected Provide explanation of why firm NOT selected _____ _____	Date Firm was Notified:  Method used to Communicate Selection: <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person
Name: Address: City, State, Zip:      Number of Employees: Phone Number:      Email or Fax: Number of Years in Business:      Range of Annual Gross Receipts:	<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> %	<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  Dollar Value:  <input type="checkbox"/> Firm was not selected Provide explanation of why firm NOT selected _____ _____	Date Firm was Notified:  Method used to Communicate Selection: <input type="checkbox"/> Email <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Letter <input type="checkbox"/> In person

\*Firms must be notified of final selection outcome prior to submittal of columns E&F of this form.



**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 Miscellaneous Repairs and Improvements  Design-Bid-Build</b>
--	---

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: \_\_\_\_\_



LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS

PROJECT NO.: AH10010002 PROJECT TITLE: ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS 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 & TITLE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

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

**CITY OF PHOENIX**

**LIST OF ALL SUBCONTRACTORS AND SUPPLIERS**

PROJECT NO.: AH10010002 PROJECT TITLE: ARPA US VETS MISCELLANEOUS REPAIRS AND IMPROVEMENTS 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: [ ][ ][ ][ ]

[ ] Arizona non-operating identification license. Print first four numbers/letters: [ ][ ][ ][ ]

[ ] 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: [ ][ ][ ][ ]

[ ] Foreign Passport with United States Visa. Print first four numbers/letters on Passport: [ ][ ][ ][ ] Print first four numbers/letters on Visa: [ ][ ][ ][ ]

[ ] I-94 Form with a photograph. Print first four numbers on I-94: [ ][ ][ ][ ]

[ ] USCIS Employment Authorization Document (EAD). Print first four numbers/letters on EAD: [ ][ ][ ][ ] or Perm. Resident Card (acceptable alternative): [ ][ ][ ][ ]

[ ] Refugee Travel Document. Date of issuance: \_\_\_\_\_; Refugee country: \_\_\_\_\_

[ ] U.S. Certificate of Naturalization. Print first four digits of CIS Reg. No.: [ ][ ][ ][ ]

[ ] 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 Miscellaneous Repairs and Improvements 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





**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.

**PROJECT MANUAL**  
**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
----------------	--------------------	---------------------

**DIVISION 1 - GENERAL REQUIREMENTS**

01010	Summary of Work .....	1
01100	Alternates .....	1
01340	Shop Drawings, Product Data and Samples .....	1
01700	Project Close-Out .....	3
01710	Cleaning .....	2
01755	Warranties .....	1

**TECHNICAL SPECIFICATIONS**

07530	Guideline Specifications for New Polyurethane Foam Roof System.....	9
-------	---	---

**SUMMARY OF WORK**  
**SECTION 01010**

**1.01 SECTION INCLUDES**

- A. Guideline Specifications for Re-roofing the existing roof systems with a new Polyurethane Foam and Coatings roof system.
- B. Miscellaneous Sheet Metal
- C. Sealants and Caulking

**1.02 GUIDELINE SPECIFICATION FOR RE-ROOFING OF THE EXISTING ROOF SYSTEM.**

- A. Provide all labor, materials, and equipment necessary to remove excess roofing material, vertical flashings and previously applied foam and properly prepare the existing roof systems to receive flute fill (where required), cover board and a new spray applied polyurethane foam and coatings roof system to qualify for a minimum 10 year warranty.

**1.03 SHEET METAL**

- A. Provide sheet metal Work in connection with roofing work, such as vent flashings, t-tops, coping, and miscellaneous sheet metal as detailed and specified.

**1.04 SEALANTS AND CAULKING**

- A. Throughout the Work, caulk and seal all joints where shown on the drawings and elsewhere as required to provide a positive barrier against passage of air and moisture.
  - 1. Wall to roof tie-ins at height variations and/or at peculiar detailing locations.

**END OF SECTION**

**ALTERNATES**  
**SECTION 01100**

**1.01 SECTION INCLUDES**

- A. Contractor will give requested pricing on anything that is not included in the base bid.
  - 1. The contractor will supply the owner with a price to completely remove and dispose of all metal coping, and provide and install new material meeting sheet metal minimum standards outlined within this specification at all perimeters.

**END OF SECTION**

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**  
**SECTION 01340**

**1.01 SECTION INCLUDES**

- A. Work Specified Herein.
- B. General.

**1.02 WORK SPECIFIED HEREIN**

- A. All requirements and procedures for submittal of shop drawings, product data and samples required for all Work on the Project. This Section is complementary to the General Conditions and Supplementary General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.

**1.03 GENERAL**

- A. Manufacturer's samples shall be submitted to the Consultant, as required in the Specifications or where color, selection, finish, style, or texture is involved.
- B. The Contractor shall provide shop drawings, project data and samples specified herein in accordance with the following requirements:
  - 1. Shop drawings, material list, manufacturer's literature, samples, and other required information shall be submitted through Southwest Roofing Consultants, Inc. in sufficient time to permit proper consideration and action on same before any materials or items, which such shop drawings, information and samples represent, are ordered. Sufficient time shall be allowed so that no delay occurs due to required lead time in ordering or delivery to the job-site.
  - 2. The Contractor will be held responsible for any delay in progress of the Work due to his failure to observe these requirements. Time for completion of the Contract will not be extended on account of the Contractor's failure to submit shop drawings, product data and samples promptly.
  - 3. The Work required by shop drawings shall not be executed until confirmation of review is obtained.
  - 4. If shop drawings show variation from Contract requirements because of standard shop practice or other reason, specific mention shall be made of such variation on the drawings.
  - 5. Shop drawing review by the Consultant will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor proper fitting, construction of work, furnishing of materials, or work required by Contract Documents and not be construed as approving departures from Contract requirements.
  - 6. Review of shop drawings and schedules shall not relieve the Contractor from responsibility for any violation indicated on such drawings or schedules of local, county, state, or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or utilities having jurisdiction.

**END OF SECTION**

**PROJECT CLOSE-OUT**  
**SECTION 01700**

**1.01 SECTION INCLUDES**

- A. Work Specified Herein.
- B. Form of Submittal.
- C. Warranty.
- D. Record Drawings/As-Built Drawings.
- E. Maintenance Manuals/Operating Instructions.
- F. Additional Requirements.
- G. Date of Completion and Beginning of Warranty Period for each Phase of Work.
- H. Completion and Final Inspections.
- I. Final Payment.

**1.02 WORK SPECIFIED HEREIN**

- A. All requirements and procedures for submittal of pertinent data relating to closing out the project upon completion of the project work. Detailed instructions elsewhere in these specifications may require that certain items listed herein to be submitted prior to substantial completion of the project.
- B. This section is complementary to the general conditions and supplementary general conditions and nothing herein shall be considered to waive any requirements of the general conditions or supplementary general conditions.

**1.03 FORM OF SUBMITTAL**

- A. All data indicated below shall be assembled and arranged into the divisions of these specifications. The complete package shall be presented in a 3" ("D" Type), three ring binder.
- B. Distribution shall be as follows:
  - 1. Owner's Corporate Properties Office.
  - 2. Consultant's File.
  - 3. Contractor's File.
  - 4. Material Manufacturer's Warranty File.
- B. Each division shall be suitably divided labeled and indexed for ready reference.

**1.04 WARRANTIES**

- A. Provide all warranties required by the specifications and the general conditions. Ten (10) year manufacturer's warranty and five (5) year Contractor's warranty.



## **1.05 RECORD DRAWINGS/AS-BUILT DRAWINGS**

- A. Provide as-built drawings to the Consultant, as-builts shall clearly show all differences between the contract work as drawn and installed for all concealed work, as well as work added to the contract which is not shown on the contract drawings.
- B. Upon substantial completion of the project work, submit one copy of the record drawings to the Consultant for his review.

## **1.06 MAINTENANCE MANUALS/OPERATING INSTRUCTIONS**

- A. Upon substantial completion of the project work, submit one copy of the project close out manual to the Consultant for approval. Upon receipt of notice of approval deliver the additional copies to the Consultant.

## **1.07 ADDITIONAL REQUIREMENTS**

- A. An affidavit that all contractors have been paid, with a list of any exceptions and a release of any liens.
- B. Certificates of final inspection and acceptance from appropriate City, State, and County authorities.

## **1.08 DATE OF COMPLETION AND BEGINNING OF WARRANTY PERIOD FOR EACH PHASE OF WORK**

- A. The date of completion and beginning of the warranty period shall be the date established by the Consultant. This date will represent the completion date for all phases of the project, irrespective of early completion by some subcontractors of their work, or occupancy by the owner prior to completion of some portions of the project.

## **1.09 COMPLETION AND FINAL INSPECTION**

- A. When the contractor is of the opinion that the project is complete in accordance with the contract, he shall send to the Consultant a written statement that the project is substantially complete (naming a date) and attaching a list of "punch list" items yet to be completed or corrected and shall request a substantial completion inspection. Such notice shall be received at least 3 work days before the requested inspection.
- B. As the contractor completes the "punch list" of uncompleted or uncorrected items, he shall submit to the Consultant for his review:
  - 1. As-Built Drawings
- C. Product and material list, original copies of factory printed data and shop drawings. See section 01340, shop drawings, product data and samples.
  - 1. Guarantees and Certificates.
  - 2. Signed receipt from owner for extra materials as required by the specifications.
  - 3. Signed receipt from owner for having received on site verbal instructions on the operations and maintenance of all equipment.

- D. When all items on the "punch list" are completed or corrected, the contractor shall send to the Consultant a statement that the project is complete and request a final inspection. After completion of the procedures outlined above, the contractor shall submit his final application for payment in accordance with the construction contract and supplementary conditions, together with lien waivers for all work performed on the project by the contractor and all subcontractors and material suppliers under him.
- E. Should it become necessary for the Consultant to conduct additional inspections subsequent to the final inspection because of acts or omissions of the contractor, the Consultant will conduct such inspection at his standard hourly rate and will charge the owner and such costs will be deducted from the monies still due the contractor.

#### **1.10 FINAL PAYMENT**

- A. Receipt and approval of all items specified in this section is a prerequisite for final payment. The making of final payment shall in no way prevent the owner from thereafter asserting any remedy occurring to him under any provision of the contract.

**END OF SECTION**

**CLEANING**  
**SECTION 01710**

**1.01 SECTION INCLUDES**

- A. Work Specified Herein.
- B. Standards.
- C. Disposal.
- D. Final Cleaning.

**1.02 WORK SPECIFIED HEREIN**

- A. General:
  - 1. This Section outlines requirement for cleaning of the Project Work.
  - 2. This Section is complementary to the General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.

**1.03 STANDARDS**

- A. Cleaning Materials:
  - 1. Only cleaning materials recommended by the manufacturer of the surface to be cleaned shall be used. Cleaning material shall be used only on recommended by cleaning material manufacturer.
- B. During Construction:
  - 1. All refuse, rubbish, scrap materials, and debris caused by Operations shall be cleaned up daily, to the end, that at all times, the site of the Work shall present a neat, orderly and workmanlike appearance.

**1.04 DISPOSAL**

- A. Methods:
  - 1. The Contractor shall provide for the disposal of all waste products, trash, debris, etc., and make the necessary arrangement for legal disposal of the same off the site.
  - 2. Waste material shall be lowered in a controlled manner with a minimum of handling. Rubbish shall never be thrown from the roof.
  - 3. The Contractor shall provide trash gondolas or containers.

## **1.05 FINAL CLEANING**

- A. The Contractor shall use experienced workman or professional cleaner for final cleaning.
- B. Besides general broom cleaning, the following special cleaning shall be done at the completion of the Work.
- C. All property disturbed, damaged, or destroyed by the Work under the Contract shall be restored to the condition in which they original were, or to the satisfaction of the Owner and Consultant.

**END OF SECTION**

**WARRANTIES**  
**SECTION 01755**

**1.01 SECTION INCLUDES**

- A. Description.
- B. Submittals.
- C. Contractor's Warranty Performance.

**1.02 DESCRIPTION**

- A. Material Manufacturers Warranty for New Roofing:
  - 1. The Roofing Contractor shall supply the Owner with a minimum Ten (10) year Manufacturers Material and a five (5) year Contractor's Workmanship Warranty. In the event any work related to roofing, flashing, or metal work is found to be defective or otherwise not in accordance with the Contract Documents within the warranty period of Ten (10) years after substantial completion, the warranty provider shall remove and replace, or repair at no cost to the Owner. The warranty obligation shall run directly to the Owner and a copy shall be forwarded to the material manufacturer.

**1.03 SUBMITTALS**

- A. Prior to award of Contract, submit a copy of the Material's Manufacturer Warranty, and the Contractor's Warranty.
- B. The following items are to be submitted to the Owner as part of this Section.
  - 1. A sample of the Material manufacturers' Ten (10) year warranty for the correction of defects in material and workmanship. (Base Bid)
  - 2. A sample of the Contractors Five (5) year leak free warranty. In the event any defect in material and workmanship arises.
- C. Upon completion of the Work and prior to final payment, submit all warranties to the Owner.
  - 1. Copies of SRC's punch list and Certificate of Completion.
- D. All required documentation shall be in a format approved by the Owner or his Representative.

**1.04 CONTRACTOR'S WARRANTY PERFORMANCE**

- A. Contractor shall repair roof leaks from the new coating roof system promptly upon notice by the Owner or its Representative, and at no cost to the Owner.
- B. The Contractor shall reimburse the Owner for repairs performed by others, should the Contractor not remedy leaks within three working days after written notice by the Owner of said defect.
- C. Contractor shall be reimbursed for time and material when it is determined that leaks were caused by others.

**END OF SECTION**

**SPRAYED IN PLACE POLYURETHANE FOAM ROOF SYSTEM**  
**SECTION 07530**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Scope of Work.
- B. References.
- C. System Description.
- D. Submittals.
- E. Quality Assurance.
- F. Quality Assurance General.
- G. Delivery, Storage, and Handling.
- H. Project / Site Conditions.
- I. Warranty.

**1.02 SCOPE OF WORK**

- A. Section 01010, Summary of Work.

**1.03 REFERENCES**

- A. Book of Standards", American Society of Testing and Materials:
  - 1. C-177-85, Steady-state Heat Flux Measurement and Transmission Properties.
  - 2. C-518-85, Steady-state heat flux measurements.
  - 3. D-1621-73, Compressible Properties of Rigid Plastics.
  - 4. D-1622-88, Apparent Density of Rigid Cellular Plastics.
  - 5. D-1623-78, Tensile and tensile adhesion properties of rigid cellular plastics.
  - 6. D-2856, Open cell content of rigid cellular plastics by the air pycnometer.
  - 7. DE-84-89a, Surface-burning characteristics of building materials.
  - 8. E-96-90, Water vapor transmission of materials.
  - 9. C-273.
  - 10. E-108, Fire test for roof coverings.
- B. Factory Mutual Engineering and Research, "Approval Guide".
- C. Society of the Plastics Industry. "SPI Bulletin U-108".
- D. Underwriter's Laboratories, "Building Materials Directory",
  - 1. U-L 790, Fire test for roof coverings.

2. U-L 1256, Fire tests for roof coverings.
- E. Uniform Building Code, Standard No.32-7.
- F. International Conference of Building Officials, "Report No. 3129 and Report No. 5007, Roof Covering and Roof Deck Construction."
- G. "Handbook of Accepted Roofing Knowledge," National Roofing Contractors Association.
- H. "Architectural Sheet Metal Manual", current edition, as published by SMACNA.
- I. American Plywood Association.

#### **1.04 SYSTEM DESCRIPTION**

- A. Sprayed in place rigid Polyurethane Foam Roofing and Acrylic Elastomeric Coating.

#### **1.05 SUBMITTALS**

- A. Pre-approved equals for the polyurethane foam roof system. All items below must be submitted prior to the bid being sent in to get "prior approval" of any roof system not specified.
- B. The item list herein shall be submitted with the Contractor's Bid Package. Bids received without the appropriate submittal documents shall be considered "Non-Responsive".
  1. Approval from the coating manufacturer that the Contractor is certified to install the system as specified for warranty purposes.
  2. Technical data and MSDS information for primers, insulation, protective coating and sealants/caulking.
  3. Copy of Contractor's five (5) year warranty.
  4. Copy of Manufacturer's ten (10) year warranty.
  5. Current Arizona Roofing License.
  6. Certificate of Insurance.
- C. Shop Drawings, Product Data, and Samples:
  1. All requirements and procedures for submittal of shop drawings, product data and samples required for all Work on the Project. This Section is complementary to the General Conditions and Supplementary General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.
  2. Manufacturer's samples shall be submitted to the Consultant, as required in the Specifications or where color, selection, finish, style, or texture is involved.
  3. The Contractor shall provide shop drawings, project data and samples specified herein in accordance with the following requirements.
  4. Shop drawings, material list, manufacturer's literature, samples, and other required information shall be submitted through Southwest Roofing Consultants, Inc. in sufficient time to permit proper consideration and action on same before any materials or items, which such shop drawings, information and samples represent, are ordered. Sufficient time shall be allowed so that no delay occurs due to required lead time in ordering or delivery to the job-site.
  5. The Contractor will be held responsible for any delay in progress of the Work due to his failure to observe these requirements. Time for completion of the Contract will not be extended on account of the Contractor's failure to submit shop drawings, product data and samples promptly.

6. The Work required by shop drawings shall not be executed until confirmation of review is obtained.
7. If shop drawings show variation from Contract requirements because of standard shop practice or other reason, specific mention shall be made of such variation on the drawings.
8. Shop drawing review by the Consultant will be general. It shall not relieve the Contractor of responsibility for accuracy of such shop drawings, nor proper fitting, construction of work, furnishing of materials, or work required by Contract Documents and not be construed as approving departures from Contract requirements.
9. Review of shop drawings and schedules shall not relieve the Contractor from responsibility for any violation indicated on such drawings or schedules of local, county, state, or federal laws, rules, ordinances, or rules and regulations of commissions, boards or other authorities or utilities having jurisdiction.

## **1.06 QUALITY ASSURANCE**

- A. Southwest Roofing Consultants, Inc. (SRC) will provide site inspections and punch list items to assure the installation is correct and in accordance with industry standards accepted practices and qualify for the Warranty as specified.
- B. Preconstruction Roof Inspection: SRC and the roofing contractor shall inspect roof areas prior to application of the new roof system. This inspection is to verify that all surfaces have been properly prepared.
- C. Unannounced Spot Inspections: SRC will conduct inspections during the course of the project. During these inspections all elements of the application will be reviewed and any deviations from the specifications will be documented and the information given to the appropriate parties in charge.
- D. Final Inspection: Upon completion of the building, a final inspection shall take place with SRC, and the roofing contractor. All punch list items will be issued in writing to the contractor. Contractor must correct these items within 72 hours, or as climatic conditions permit.
- E. The roof system specified shall be installed by a contractor currently certified by the manufacturer to install such products.

## **1.07 QUALITY ASSURANCE GENERAL**

- A. Contractor Qualifications:
  1. All material is to be applied by factory-trained personnel approved by the roof system's manufacturer.
  2. The Contractor shall maintain and provide an effective quality control program to ensure compliance with the Contract Documents.
  3. The roofing foreman shall have a copy of the Contract Documents on the job-site at all times. The presence of the quality control monitor shall not relieve the Contractor of strict compliance with the Contract Documents, the manufacturer's specification, detail drawings, and/or approved material requirements.
  4. Workmanship shall conform to all of the method and operations of best standards and accepted practices of the trade, and executed by mechanics and journeymen skilled in their respective lines of work.



## **1.08 DELIVERY, STORAGE, AND HANDLING**

### **A. Delivery:**

1. Product shall be delivered in the manufacturer's original, sealed, un-opened containers with all labels, seals, and other instructions intact. Containers shall UL, and ASTM labels and classification markings affixed.
2. Bulk material will not be allowed unless accompanied by a certificate from the material manufacturer certifying that the material is as specified. Prior approval of bulk material must be obtained before delivery of material to the site.
3. Material shall be stored in such manner as necessary to properly protect the material from moisture or other physical damage. Material damaged by handling, weather, dirt, or other causes will be marked and removed from the site.
4. Store materials in accordance with material manufacturers' written instruction.

### **B. Storage:**

1. Storage of materials shall be stored in compliance with local fire and safety regulations and codes. Extreme care shall be exercised to avoid harm from hazardous mixtures of components during on-site mixing and application.
2. Hazardous material and flammable product signs shall be posted in all work areas.
3. "Guide for the Safe Handling and Use of Polyurethane Foam System, Bulletin U-118", as published by the Society of the Building Industry, shall be used as a reference.
4. Refer to "Material Safety Data Sheet" for safety information on products specified herein.
5. All local codes and OSHA regulations shall be followed.

## **1.09 PROJECT/SITE CONDITIONS**

- A. Southwest Roofing Consultants, Inc. (SRC) will visit and observe the Work in progress and inform the Contractor of the results of these observations. Any changes, corrections, ordered at the time of the observations must be corrected immediately, or Work will be stopped until an approved plan of action is implemented. Failure to correct deficiencies may cause shut down of the Work and cause the Owner to proceed on a course of action in its best interest at the expense of the Contractor.

## **1.10 WARRANTY**

- A. The following items are to be submitted to SRC as part of this Section.
1. Copies of SRC's punch list and Certificate of Completion.
  2. The manufacturer's ten (10) year materials warranty.
  3. The Contractor's five (5) year guarantee for the correction of defects in material and workmanship.
    - a. Contractor shall repair leaks promptly upon notice by the Owner or its Representative, and at no cost to the Owner.
    - b. The Contractor shall reimburse the Owner for repairs performed by others, should the Contractor not remedy leaks within five working days after written notice by the Owner of said defect.
    - c. Contractor shall be reimbursed for time and material when it is determined that leaks were caused by others.
  4. All required documentation shall be in a format approved by the Owner and his Representative.
  5. Submit all required documentation upon completion of the Work, and prior to final payment.

6. All warranties and guaranties are to be submitted to the Owner through the Owner's representative.

## **PART 2 PRODUCTS**

### **2.01 SECTION INCLUDES**

- A. Foam and Coating Materials.
- B. Fasteners.
- C. Wood Sleepers and Stantions.
- D. Sheet Metal.
- E. Painting.
- F. Sealants and Caulking.

### **2.02 FOAM AND COATING MATERIALS**

- A. Primers:
  1. Primer shall be penetrating primer/sealer formulated to improve adhesion between substrate and spray applied polyurethane foam, and shall be as recommended by the protective coating manufacturer.
- B. Polyurethane Foam Insulation:
  1. The polyurethane foam insulation shall be a two component spray applied system specifically manufactured and tested for roof insulation.
  2. BASF Elastospray 81284, BASF Corporation.  
BAY Systems PSI 245-30

NOTE: Use most recent foam roofing products as approved by material manufacturers.

<u>PROPERTIES</u>	<u>ASTM TEST</u>	<u>VALUE</u>	<u>UNITS</u>
Density	ASTM D-1622	2.8 min	lbs/cu/ft
Compressive Strength	ASTM D-1621	50 min	psi
Tensile Strength	ASTM D-1623	75 min	lbs/sq/in
Closed Cell Content	ASTM D-1940	95 min	% value
Permeability	ASTM C-355	1.4	perm in.
Thermal Conductance	ASTM C-177	0.15-0.18*	BTU/sq/ft/
Flammability**	ASTM E-84	75 max	
ASTM (UL 790)	System Class "A"		

\* Refer to SPI Bulletin U-108

This standard is used solely to measure and describe properties of products in response to heat and flame under controlled laboratory conditions. This numerical flame spread rating is not intended to reflect hazards presented by this or any other material under actual fire conditions.

- C. High Impact Coating:
  1. The protective coating shall be factory mutual Class I approved per standard 4470 over

polyurethane insulation. The coating in conjunction with insulation specified for this project shall meet and/or exceed all applicable building code requirements.

<u>PROPERTY</u>	<u>ASTM TEST</u>	<u>VALUE</u>	<u>UNIT</u>
Solids/Volume		53%	Solids by Volume
Tensile Strength	ASTM D-2370	264	PSI
		@75° F	
Elongation	ASTM D-2370	238%	
		@75° F	
Hardness	ASTM D-2240	55-65	Shore A
UV Stability	ASTM D-822	8000	Hrs
	ASTM G-23		
Fire Rating	UL 790 Class A		
	Factory Mutual		
	Class I ICBO		

2. Pre-Qualified Manufacturers:

- a. Everest Systems - Evercoat
- b. GAF - Diathon

C. Granule Surfacing:

- 1. For all locations specified use Lucas Fire rock white or pre-approved equal.

D. Accessories and Miscellaneous Materials:

- 1. Flashing, adhesives, caulking compounds, vents, drains, scuppers, shall be consistent with guidelines specifications set forth by the Society for the Plastic Industry/Polyurethane Foam Contractors Division, and the National Roofing Contractors Association.

## 2.03 FASTENERS

A. Nail Systems:

- 1. Galvanized roof nail, 12 gauge, 3/8 inch head.
- 2. Roofing nail, annular thread, 11 gauge, 3/8 inch head.
- 3. Square/round head cap nail, annular thread, 1 inch diameter cap (plastic caps preferred). For application to hold existing capsheet in place.

B. Threaded Masonry/Concrete Fasteners:

- 1. Corrosion-resistant, threaded fastener with a low profile head.
- 2. Screw fastener to be Factory Mutual approved.
- 3. Approved Products:
  - a. Confas by Construction Fasteners.
  - b. Tapcon Flat Head Phillips by Buildex.
  - c. Confixx by Fabco.
  - d. Metal Hit Anchor by Hilti.
  - e. Rawl-Drives by Rawl.
  - f. Zamac Nailin by Rawl.
  - g. Gripcon by Fastenrite.

C. Threaded Steel/Wood Fasteners:

1. Corrosion-resistant, self-tapping, self-drilling screw with low profile head.
2. Screw type fastener to be Factory Mutual approved.
3. Approved Products:
  - a. Dekfast by Construction Fasteners.
  - b. Roof Grip by Buildex.
  - c. Insul Fixx by Fabco.

D. Wood to Wood Fasteners

1. Nails:
  - a. Number 10, hot dipped, galvanized steel or 304 stainless steel ring shank.
  - b. Minimum penetration to be 1½ inches.
2. Screws:
  - a. Number 10, 300 series stainless steel wood screw or #14 Phillips Pan 300 series stainless steel sheet metal screws.
  - b. Minimum penetration to be 1¼ inches.

## 2.04 WOOD SLEEPERS AND STANTIONS

- A. Existing wood sleepers for air conditioning units and conduit blocking shall be replaced with redwood or pressure treated lumber.

## 2.05 SHEET METAL

- A. Sheet metal shall be formed sheet shapes in conformance with details on the approved shop drawings.
- B. Where sheet metal is required and no material or gauge is indicated on the drawings, provide the highest quality and gauge commensurate with the referenced manual.
- C. Counter flashings and other sheet metal detailed or specified shall be the gauge and thickness recommended by the SMACNA Manual. In no cases, however, shall any material be less than the following:
1. Galvanized sheet, 24 gauge.
- D. Unless specifically shown otherwise on the detailed drawings, all exposed fasteners have neoprene washers.
- E. Solder shall be 50-50 tin / copper in accordance with ASTM B-32.

## 2.06 PAINTING

- A. The following manufacturers' and their top of the line, first quality products only, are acceptable to the Owner. If use of equal products manufactured by others is desired, a list of proposed products including technical brochures must be submitted:
1. Sheet Metal Paint:
    - a. Frazee Deer-O.
    - b. Dunn Edwards.
    - c. Sherwin Williams Paint Company.
    - d. Sinclair Paint Company.
    - e. Ameritone Paint.
    - f. Southwestern Paint Company.
    - g. Universal Paint Corporation.
    - h. Pioneer Paint of Arizona, Inc.
  - B. Contractor shall furnish to the Owner one (1) full gallon of each color and each finish.
  - C. Containers shall be sealed tightly and clearly labeled for identification.
  - D. Maintenance material shall be new material, not opened or used material.

## 2.07 SEALANTS AND CAULKING

- A. Sealant shall be one of the following:
1. "Sonolastic NP-1", manufactured by Sonneborn, 7711 Computer Avenue, Minneapolis, Minnesota, 55435.
  2. "Flexseal Construction Grade H.P.", manufactured by A.C. Products.
  3. Caulking as approved and acceptable to Everest Coatings systems.
  4. "Roof Mate" Urethane Rubber Caulk, manufactured by United Coatings.
- B. Back-up Material:
1. Use only those back-up materials which are specifically recommended for this installation by the manufacturer of the sealant used, and which are non-absorbent and non-staining. Back-up materials must be 1-1/2 times the width of the joint.
  2. Closed-Cell, Resilient Urethane or Polyvinyl Chloride Foam.
  3. Closed-Cell, Polyethylene Foam.
  4. Closed-Cell sponge of vinyl or rubber.
- C. Cleaner/Primer:
1. Xylol, toluene, or commercial solvent recommended by the sealant manufacturer.
  2. Primer shall be as recommended by sealant manufacturer, if required.
  3. All other materials not specifically described, or required for complete and proper caulking and installation shall be first quality of their respective kinds, new, and as selected by the Contractor subject to the approval of the Owner.

## **PART 3 EXECUTION**

### **3.01 SECTION INCLUDES**

- A. Verification of Conditions.
- B. Surface Preparation.
- C. Application of Sprayed Foam.
- D. Application of Protective Surfacing.
- E. Roof Accessories.
- F. Saddles and Crickets.
- G. T-Top and Vent Flashings.
- H. Miscellaneous Penetrations.
- I. Sheet Metal and Flashings.
- J. Painting.
- K. Installation of Sealants.
- L. Cleaning.

### **3.02 VERIFICATION OF CONDITIONS**

- A. No foam application shall be permitted when rain, mist, fog, snow, or visible moisture is immanent or present:
  - 1. Foam application shall not be allowed where a moisture meter reading is in excess of ten percent.
  - 2. Foam application shall not be permitted if the dew point is less than five degrees greater than the surface temperature of application.
  - 3. Do not apply polyurethane foam when winds are in excess of fifteen (15) mile per hour.
    - a. The use of wind barriers in all circumstances is advocated and may be used to allow application in certain areas when in excess of fifteen (15) miles per hour.
    - b. Contractor is responsible for proper insulation profile and texture, and for any over spray damage.
- B. The substrate shall be free of all grease, oil, loose particles, or other foreign materials.
- C. Provide for the proper disposal of materials removed. Use approved trash receptacles in areas designated by the Owner's Representative.
- D. Contractor shall take all necessary precautions during roof preparation to protect the building and adjacent surfaces from being soiled or damaged.
- E. When weather threatens, cease work under this Section and return roof to a watertight condition.
- F. Contractor shall restore to original condition any damages caused during work performed in this Section.

- G. Return all roof drains/scuppers to operating condition at the end of each working day.
- H. Properly dispose of all debris from roof preparation on a daily basis.

### **3.03 SURFACE PREPARATION/REMOVAL**

#### **A. Description of Work:**

- 1. The existing roof is to be completely cleaned and secured as needed in preparation to receive cover board to create suitable substrate for new foam roof installation.
- 2. The existing curbs at mechanical equipment and evaporative cooler units will be inspected and made ready with all means necessary and primed as needed and/or required.
- 3. Make sure all drains, scuppers and/or walls are properly prepared to receive the new foam roof system.
- 4. Foam and coat all sheet metal ducts.
- 5. Roof depressions:
  - a. Substrate shall have sufficient slope to eliminate excessive ponding water. Excessive ponding is defined as an area of 100 square feet or more, which holds in excess of ½ inch of water as, measured 48 hours after a rainfall.
  - b. Small areas of standing water are acceptable (bird baths only).
- 6. Drains and scuppers:
  - a. Existing drain assemblies will be inspected and the contractor will make sure they are all properly functioning and solidly mounted before applying their roofing materials (where applicable).
  - b. Drains at north and south perimeters of the westernmost (lower) roof system will be re-designed, and associated work included in the base bid. Architectural drawings addressing these changes will be provided under separate cover.
  - c. The roofing contractor will supply new fully soldered scuppers of proper dimensions prior to installation of a new foam roof system.
- 7. Curb mounted equipment:
  - a. The roofing contractor will familiarize themselves with existing conditions and make arrangements to raise any curb-mounted equipment to a height approved by the manufacturer of installed material for provision of a warranty.

#### **B. Substrate/Penetrations/Mechanical Equipment:**

- 1. Flashing at vents, pipe penetrations, and other vertical transitions shall be examined, secured or removed to ensure that proper flashing can be accomplished.
- 2. All buckles and ridges will be removed from the existing roofing and it will be properly fastened to the substrate with appropriate fasteners prior to the installation of cover board and the new foam roof.
- 3. Cleaning of roof surface shall be accomplished as specified by the manufacturer's representative and approved by the Owner's representative.
- 4. Roof surface shall be dry and free of dirt, grease, laitance, release agents and other contaminants, which will interfere with total adhesion of the primer, sprayed urethane foam, or elastomeric coating to the existing roof surface or substrate.
- 5. Add counter flashing at units as required to make certain it is water tight.

### **3.04 APPLICATION OF SPRAYED FOAM**

#### **A. Sprayed foam application:**

- 1. All roof areas will be primed according to material manufacturer's guidelines.

2. Sprayed polyurethane foam must be applied in a minimal pass thickness of one-half (½") inch.
3. Total finished insulation thickness shall be one and one half (1 ½") inch minimum or as required to eliminate ponding water areas.
4. The foam shall be applied uniformly over the entire surface with a tolerance of plus ¼ inch of thickness minus zero, except where variations are required to ensure proper drainage or to complete a feathered edge.
5. The foam shall be terminated neatly. It shall be extended to the inside top of the parapet walls and eight (8") inches above the roofline at all pipe penetrations, curbs, and clerestory walls (unless otherwise specified during the pre-bid meeting).
6. Encapsulate counter-flashings (unless otherwise specified during the pre-bid meeting) and seal all other openings prior to coating.
7. The full thickness of foam in any area shall be completed prior to the end of each day.
8. If more than 72 hours elapse between polyurethane foam and coating application, the polyurethane foam shall be at minimum completely primed. If UV degradation, oxidation, or contamination conditions exist, the surface shall be repaired per the recommendation of the manufacturer issuing the warranty.
9. The final sprayed in place polyurethane foam surface shall be smooth or "orange peel", free of bumps, ridges, pin holes, voids and depressions. Verge of "popcorn" is acceptable if properly coated.
10. Foam surfaces of "popcorn" or "tree bark" textures are not acceptable.

### **3.05 APPLICATION OF PROTECTIVE SURFACING**

#### **A. Coatings:**

1. Surfaces to be coated shall be free of degraded foam; foam over-spray, grease, oil, dirt, loose prior coating, or other contaminants which would interfere with proper coating adhesion.
2. Base coat application thickness will be governed by polyurethane foam surface texture.
3. Apply base coat at 1½ gallon per 100 square feet (tan, gray, or contrasting of top coat).
4. Coating shall extend up and over all vent pipes, parapet walls and other vertical surfaces and penetrations, and terminate neatly.
5. Apply topcoat at 1½ gallons per 100 square feet (white).
6. Finished coating thickness shall be 24 dry mils. (Minimum)
7. Walkways from access points to and around mechanical units will be designated at the pre-construction meeting, and will be made using an additional coating application of 1 ½ to 2 gallons per 100 square feet with mineral granules broadcast into the surface. The edges of these walkways will be painted with a minimum 4" wide stripe on all perimeters. Color samples will be submitted to the owner/owner's representative for selection and approval.
8. Coat walls to inside edge of the existing coping metal.
9. Caulk and seal all laps in metal coping as needed.

### **3.06 ROOF ACCESSORIES**

- A. Install foam as required at all base flashing areas and coat with specified coating.
- B. Where metal caps are present atop curbs and these caps are determined to be in good condition during the pre-bid site walk, such caps shall be identified and clearly marked on an overhead image of the building for re-use. A copy of this image with designated locations shall be furnished to SRC and the building owner/owner's representative.



### **3.07 SADDLES AND CRICKETS**

- A. Provide at all roof projections and HVAC equipment, which impede the flow of water to help eliminate ponding. Saddles/crickets will be installed using spray applied polyurethane foam at these locations.
- B. Crickets at roof area perimeters will be installed using tapered insulation at areas designated on architectural drawings provided as part of this specification package.

### **3.08 T-TOP AND VENT FLASHINGS**

- A. All vents will be supplied by the roofing contractor. All flashings must be minimum 8" in height, have a minimum 4" flange and be fully soldered.

### **3.10 SHEET METAL AND FLASHINGS**

- A. Form all sheet metal accurately and to the required dimensions and shapes.
- B. All exposed edges of cut sheet metal shall be folded back on concealed surfaces.
- C. Form, fabricate, and install all sheet metal to adequately provide for expansion and contraction in the finished work.
- D. Whenever possible, secure metal by means of clips or cleats without fastening through exposed metal.
- E. Finish all sheet metal watertight and weather tight where so required.
- F. Where lap seams do not have a joint cover, lap according to pitch, but in no cases less than four inches.
- G. Make all lap seams in the direction of the water flow.
- H. Join parts with rivets or sheet metal screws where necessary for strength or stiffness. Re-anchor all loose metal designated to be re-used.
- I. Provide suitable watertight expansion joints for all sheet metal as required for proper installation.
- J. Caulking of new and sheet metal shall be neatly and thoroughly performed for a watertight seal.
- K. Remove existing seal at the parapet wall coping laps and reseal lap joints with urethane sealant and fabric, and seal fasteners.

### **3.11 PAINTING**

- A. Delivery, storage, and handling:
  - 1. All materials shall be delivered to site in manufacturer's unbroken, sealed containers. Each container shall be labeled by the manufacturer, giving manufacturer's name, type of paint, label analysis, color, and instructions for mixing and reducing.
  - 2. Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees Fahrenheit.
  - 3. Take precautionary measure to prevent fire hazards and spontaneous combustion.
  - 4. Surfaces to receive paint materials shall be dry.

5. Minimum application temperature for latex paints is 45 degrees Fahrenheit.

B. Application:

1. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for the type of material being applied.
2. Apply each coat at the proper consistency according to product manufacturer.
3. Each coat of paint shall be slightly darker than the preceding coat so as to be distinguishable.
4. All coats shall be thoroughly dry (minimum of 4 hours) before applying succeeding coats.
5. Hot spots and suction spots noticeable after application of first coat shall be neutralized.
6. Minimum application temperature for varnish is 65 degrees Fahrenheit.
7. Provide adequate and continuous ventilation during painting.
8. Adequately protect surfaces not being painted. Repair or replace all items and surfaces damaged as a result of inadequate protection.
9. Place waste, which may constitute a fire hazard in closed metal containers and remove daily from site, or more often, if required.
10. Inspect all surfaces prior to painting and report to Owner's Representative any condition that may potentially affect proper application. Do not commence work until all defects have been corrected.
11. The application of any painting material on any surface shall constitute an acceptance by the Contractor of such surface.
12. All work where each coat of material has been applied must be inspection and approved by the Owner's Representative before application of the succeeding coat, otherwise no credit for the coat applied will be given and the Contractor automatically shall assume the responsibility to re-coat the Work in question. The Contractor shall furnish the Owner's Representative a report of each coat applied when completed for inspection and approval.
13. All surfaces to receive paint shall be cleaned (free of all dust, dirt, oil, grease, and other foreign matter) and sanded prior to application of prime coat.
14. Shop or factory coated metals which are damaged or have parts unpainted otherwise unprotected shall be cleaned and spot primed prior to final finish.
15. Metal surfaces that are nicked or scratched are to be sanded smooth and shall receive a coat of metal undercoating of oil base rust inhibitor primer.

C. Schedule:

1. New Primed Steel:
  - a. Two coats semi-gloss alkyd enamel.
2. New Galvanized Metal:
  - a. One coat acid wash.
  - b. One coat zinc dust primer.
  - c. One coat enamel undercoating.
  - d. One coat semi-gloss alkyd enamel.
3. Existing Painted Metal:
  - a. Prepare as required.
  - b. One coat enamel undercoat.
  - c. One coat semi-glass enamel.

### 3.12 INSTALLATION OF SEALANTS

- A. Prior to the start of installation in each joint, verify the joint type according to the details in the drawings and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.
- C. Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.
- D. Install the sealant in strict accordance with the manufacturer's recommendations as approved by the Owner, thoroughly filling all joints to the recommended depth.
- E. Tool all joints to the profile shown on the details in the drawings. Tooling to be done immediately after sealant application.
- F. Apply only sealants approved by the coating manufacturer.

### 3.13 CLEANING

- A. Only cleaning materials recommended by the manufacturer of the surface to be cleaned shall be used. Cleaning material shall be used only on recommended by cleaning material manufacturer.
- B. All refuse, rubbish, scrap materials, and debris caused by Operations shall be cleaned up daily, to the end, that at all times, the site of the Work shall present a neat, orderly and workmanlike appearance.
- C. The Contractor shall provide for the disposal of all waste products, trash, debris, etc., and make the necessary arrangement for legal disposal of the same off the site.
  - 1. Shall be lowered in a controlled manner with a minimum of handling rubbish shall never be thrown from the roof.
  - 2. The Contractor shall provide trash gondolas or containers.
- D. All property disturbed, damaged, or destroyed by the Work under the Contract shall be restored to the condition in which they original were, or to the satisfaction of the Owner and Consultant.
- E. Do not store debris on roof. Contractor shall take care not to over stress the roof deck.

**NOTE: Aesthetics' are a part of this project and will be considered when completing our final inspection. All work must conform to expectations set in the pre-bid meeting.**

**END OF SECTION**

## SITE OVERVIEW



## PHOTOGRAPHIC SUPPLEMENTS



**Comment:** At the north and south perimeters of the upper roof area, existing foam material will be removed down to the height of the metal panel ribs prior to fastening flute fill and cover board to both the field and perimeter walls.