

**CITY CLERK
ORIGINAL**

CONTRACT SET

C-7866
12/13/2011

**PROJECT SPECIFICATIONS AND
CONTRACT DOCUMENTS**

**PROJECT NO. 091004
MAIN LIBRARY LIGHTING IMPROVEMENT
OCTOBER 2011**



UMBRO PATR
EXPIRES
9/30/12

**CITY OF GLENDALE
ENGINEERING DEPARTMENT
5850 W. Glendale Avenue, Glendale, Arizona 85301 (623) 930-3630**

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

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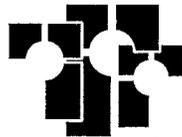
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GLEND~~A~~LE

*** USE ON FEDERALLY AID PROJECTS ONLY ***

(102NOBID, 07/31/90)

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:

102.03 **Suspension from Bidding:** of the Standard Specifications is modified to add:

The signature of the bid proposal by a bidder constitutes the bidder's certification, under penalty of perjury under the laws of the United States, that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds, has not been, or is not currently, under suspension, debarment, voluntary exclusion or been determined ineligible by any federal agency within the past three years. Signature of the bid proposal also certifies, under penalty of perjury under the laws of the United States, that the bidder does not have a proposed debarment pending. In addition, signature of the bid proposal certifies that the bidder has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Any exceptions to the above paragraph shall be noted and fully described on a separate sheet and attached to the bid proposal.

*** USE ON FEDERAL AID PROJECTS ONLY ***

(106DMAT, 3/13/02)

SECTION 106 - CONTROL OF MATERIALS: of the Standard Specifications is modified to add:

106.15 Domestic Materials:

Cement used on this project may be foreign or domestic. Certificates of Compliance and Certificates of Analysis for cement shall conform to the requirements of Subsection 106.05, and shall additionally identify whether the cement is foreign or domestic.

All manufacturing processes to produce steel products used on this project shall occur in the United States. Raw materials used in manufacturing the steel products may be foreign or domestic. Steel not meeting these requirements may be used in products on this project provided that the invoiced cost to the contractor for such steel products incorporated into the work does not exceed either one-tenth of one percent of the total (final) contract cost or \$2,500, whichever is greater.

Any process which involves the application of a coating to iron or steel shall occur in the United States. These processes include epoxy coating, galvanizing, painting, or any other coating which protects or enhances the value of covered material.

Convict-produced materials may not be used unless the materials were produced prior to July 1, 1991 at a prison facility specifically producing convict-made materials for Federal-aid construction projects.

The contractor shall furnish the Engineer with Certificates of Compliance, conforming to the requirements of Subsection 106.05, which state that steel products utilized on the project meet the requirements specified. The Certificates of Compliance shall also certify that all manufacturing processes to produce steel products, and any application of a coating to iron or steel, occurred in the United States.

*** USE ON FEDERALLY AID JOBS OVER \$100,000 ***

(102LOBY, 10/01/90)

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS:

102.09 Non-Collusion Certification: of the Standard Specifications is modified to add:

(A) Lobbying:

The bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL, "Disclosure Form to Report Lobbying", are available at ADOT Contracts and Specifications Services, 1651 W. Jackson, Room 121F, Phoenix, AZ 85007.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder also agrees, by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all subcontracts and lower tier subcontracts which exceed \$100,000 and that all such subcontractors and lower tier subcontractors shall certify and disclose accordingly.

The Department will keep the prime contractors' certifications on file as part of their original bid proposals. Each prime contractor shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for three years following completion and acceptance of any given project.

Disclosure forms for the prime contractor shall be submitted to the Engineer at the pre-construction conference. Disclosure forms for subcontractors and lower tier subcontractors shall be submitted to the Engineer by the prime contractor along with the submittal of each subcontract or lower tier subcontract, as required under Subsection 108.01, when said subcontracts exceed \$100,000.00. During the performance of the contract the prime contractor and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form.

City of Glendale Engineering Department Federal Project Conditions

American Recovery and Reinvestment Act (ARRA) of 2009 Requirements

This project will be funded with monies received from a United States Department of Energy Efficiency and Conservation Block Grant which is an ARRA-funded project. In addition to all requirements in the boiler plate contract and project specifications, the grant stipulates that the contractor shall do the following:

- **Reporting and Registration Requirements under Subtitle A, “Transparency and Oversight Requirements”,** of the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5
- **Comply with the Buy American Requirements under Section 1605** of the American Recovery and Reinvestment Act of 2009 for iron, steel and manufactured goods.
- **Wage Rate Requirements under Section 1606** of the American Recovery and Reinvestment Act of 2009 (Davis-Bacon Act)
- **Comply with Executive Order 11246** of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemental in Department of Labor regulations (41 CFS Chapter 60).
- **Comply with the Copeland “Anti-Kickback” Act** (18 U.S.C. 874) as supplemental in Department of Labor regulations (29 CFR Part 3).
- **Comply with the Davis-Bacon Act** (40 U.S.C. 276a to 276a-70 as supplemental by Department of Labor regulations (29 CFR Part 5).
- **Comply with the E-Verification System.**

OIG’s hotline for reporting fraud, waste and abuse is 1-888-546-8740.

REQUIREMENTS FOR RECIPIENTS OF ARRA FUNDS

The city will require all ARRA-funded recipients to:

1. Review, submit, certify and comply with the applicable federal and state laws, rules, regulations, including the ARRA requirements for ARRA funded projects). As a condition of receiving grant funding a subrecipient is required to comply with certain state and federal laws, rules and regulations, including the ARRA, and to ensure that their contractor(s) also comply with these regulations, laws and rules.
2. Include all standard federal requirements, including **DOL Prevailing Wages**, in bid and contract documents
3. Include ARRA requirements in bid documents and in contracts
 - a. Davis Bacon contract requirements
 - b. Provisions of Buy American **SAMPLE** contract requirements
 - c. Buy American Bidder and **SAMPLE** contractor certification
4. “Transparency and Oversight Requirements”, of ARRA. Job reporting information will be required from the subrecipient with each disbursement request. The reporting forms are attached).
5. Complete and submit a “Notice of Contract Award”) for all contracts awarded.

6. Monitor the project for compliance with required laws, regulations and rules; retain all documentation and project records on file.
7. Display a sign with the ARRA logo at the project site during the construction phase of the project. Information on sign requirements included in this packet.

The following is a brief description of how these requirements apply to the project. Supplemental materials are also included and website links for additional information.

E-VERIFICATION

As part of our business practice review, and a new state law which took effect October 1, 2008, we are requesting that companies who currently have contracts with the City of Glendale, Engineering Division, provide documentation that they have registered with the E-Verify System & DUNS (see attached). E-Verify should also include any/all subcontractors and their employees.

The E-Verify System is currently free to employers. In order to participate, an employer is required to register online and accept the electronic Memorandum of Understanding, which specifies the responsibilities of the Social Security Administration, United States Citizenship and Immigration Services and the employer. You can find more information about this new law at the Arizona Attorney General website on employer sanctions law at:
www.azag.gov/LegalAZWorkersAct/index.html.

Please submit your verification to the City of Glendale, Engineering Department Office by fax: Attn: Michael Johnson 623-915-2861 immediately.

SECTION 1512 JOBS REPORTING AND REGISTRATION REQUIREMENTS

With each reimbursement request submitted to the city from a sub-recipient will be required to complete and submit a Jobs Reporting Form

All ARRA recipients must register in the Central Contractor Registry (CCR). To register in the CCR, all borrowers will need to have a DUNS (Data Universal Numbering System) number.

DUNS numbers can be obtained from:

<http://fedgov.dnb.com/webform/displayHomePage.do;jsessionid=C632E8EBD4D7E1D7DA14B06B26A0BFC5>

CCR website: www.ccr.gov

EQUAL EMPLOYMENT OPPORTUNITY

See Attachment.

COPELAND "ANTI-KICKBACK" ACT

See Attachment.

This Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing Davis-Bacon and Related Acts (DBRA) covered work.

SECTION 1605 BUY AMERICAN

Section 1605 of the Recovery Act requires that projects funded by the Recovery Act, for the construction, alteration, maintenance, or repair of a public building or public work use American iron, steel, and manufactured goods in the project unless one of the specified exemptions applies. The Act provides that this requirement be applied in a manner consistent with U. S. obligations under international agreements. The act also requires use of a bidder/contractor certification for Buy American.

SECTION 1606 PREVAILING WAGES – DAVIS BACON ACT AND REQUIREMENTS

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by Recovery Act Funds shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the U.S. Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

PLEASE NOTE: The city will be using a combination of funding (ARRA funds and non-ARRA funds) to finance projects. Federal Davis Bacon prevailing wages apply to this project. Payment of the wage and fringe benefits that are most beneficial to the employees are required.

REQUIRED DAVIS BACON (FEDERAL PREVAILING WAGES) ACTIONS

- Wage decisions must be included in the bidding and contract documents Obtain federal Wage Determinations on line: <http://www.wdol.gov/>
All construction, alteration, repair (including painting and decorating) contracts and subcontracts in excess of \$2,000 funded with ARRA funds must include the standard Davis Bacon contract clauses found in 29 CFR 5.5(a)
- Post the required Poster (WH 1321) and applicable wage rates at the construction site: <http://www.dol.gov/esa/whd/programs/dbra/wh1321.htm>
- Use either the DOL Payroll Form WH 347 and weekly Statement of Compliance or a payroll form with all of the same data elements as the DOL Payroll Form WH347 and a separate Statement of Compliance. Payroll Form WH347: <http://www.dol.gov/esa/whd/programs/dbra/wh347.htm>

ADDITIONAL DAVIS BACON RESOURCES

The U. S. Department of Labor implementing regulations at 29 CFR Part 1, 29 CFR Part 3 and

29 CFR Part 5 is available at:

www.dol.gov/esa/whd/reg-library.htm#1

Federal Register Notice Vol. 73, No 245, Friday December 19, 2008 Page 77511-77512
amending 29 CFR Part 3 and Part 5

- U. S. Department of Labor – Wage & Hour Division Home Page:
 - <http://www.dol.gov/esa/whd/programs/dbra/index.htm>
 - Davis Bacon Act: <http://www.dol.gov/esa/whd/programs/dbra/whatdbra.htm>
 - FAQ: <http://www.dol.gov/esa/whd/programs/dbra/faqs.htm>
- (New! June 2, 2009) U. S. Department of Labor ARRA information:
<http://www.dol.gov/esa/whd/recovery/>

DAVIS BACON CONTRACT CONDITIONS - ARRA Funded Project

PLEASE NOTE: This project will use a combination of funding (ARRA funds and non-ARRA funds) to finance the project. Federal Davis Bacon prevailing wages apply to this project. Payment of the wage and fringe benefits that are most beneficial to the employees are required.

The “recipient” referred to throughout the Davis Bacon contract conditions is the contractor or subcontractor

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

- (a) The recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses:

(1) **Minimum wages.** (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 paragraph (a)(1)(iv) of this section; 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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 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 paragraph (a)(1)(ii) of this section) 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.

Sub-recipients may obtain wage determinations from the U. S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The recipient, on behalf of HUD, shall require that 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. The HUD award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the recipient to the EPA award official. The award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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.

(2) **Withholding.** The recipient 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 on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, 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.

(3) **Payrolls and basic records.** (i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 any 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.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the city if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the recipient who will maintain the records on behalf of HUD. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this

purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the EPA, if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the recipient for transmission to the HUD, if requested by HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the recipient.

(B) 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:

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) 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 Regulations, 29 CFR part 3;
- (3) 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.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) 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 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA 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, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, 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.

(4) **Apprentices and trainees**--(i) 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 on 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 on 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 on 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **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.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.** (i) 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 Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act.** The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the

clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. 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 shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore 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 clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar

day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER 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 other 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 clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the OWNER and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**Sample Buy American Contract Language (from EPA Memorandum dated April 28, 2009
ARRA 09-01) - ARRA Funded Project**

THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT MAY USE ARRA FUNDS. IT IS IMPERATIVE THAT ANY PARTY INSERTING THIS CLAUSE INTO A CONTRACT VERIFY THAT IT IS LEGAL AND ENFORCEBLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES:

The Contractor acknowledges to and for the benefit of the City of Glendale and HUD that it understands the project, goods and services under this Agreement (collectively, the "Project") are being funded, in whole or in part, with monies made available by the federal American Recovery and Reinvestment Act of 2009 ("ARRA") and ARRA contains provisions commonly

known as "Buy American" which require that all of the iron, steel, and manufactured goods used in the Project be produced in the United States ("Buy American Requirements") including all iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the HUD that (a) the Contractor has reviewed and understands the Buy American Requirements, and (b) all of the iron, steel, and manufactured goods used in the Project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved by the HUD. The Contractor agrees to provide to the Purchaser and HUD any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested from time to time by the Purchaser or HUD.

Notwithstanding any other provision of this Agreement, any failure of the Contractor to comply with this paragraph shall permit the Purchaser or HUD to recover as damages against the Contractor any loss, expense or cost (including without limitation reasonable attorneys' fees) incurred by the Purchaser or HUD resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the HUD or any damages owed to the HUD by the Purchaser). While the Contractor has no direct contractual privity with HUD, the Purchaser and the Contractor agree that the HUD, as a lender to the Purchaser for the funding of the Project, is a third-party beneficiary of the provisions contained in this paragraph and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph effect) may be amended or waived without the prior written consent of HUD.

Sample Buy American Contractor Certification
Sample Certification
- ARRA Funded Project

THE FOLLOWING IS A SAMPLE CERTIFICATION THAT AN ASSISTANCE RECIPIENT MAY REQUIRE FROM A CONTRACTOR OR BIDDER. THIS IS ONLY A SAMPLE AND MAY BE USED AT THE DISCRETION OF THE ASSISTANCE RECIPIENT TO ENSURE COMPLIANCE WITH SECTION 1605 OF THE ARRA.

- 1 Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U. S. Production: the bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.

3. Documentation Regarding Non-American –made Iron, Steel, or Manufactured Goods: The bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following as applicable:

a. Identification of an citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such components or components, and an analysis that supports its applicability to the component or components;

b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

Information and Detailed Justification Regarding Non-American-Made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 I(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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime 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 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

4. Apprentices and Trainees.

(i) 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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

journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the permitted under the registered program shall be paid not less than the applicable wage rate on 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.

(i) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. 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 shall require or permit any such laborer or mechanic in any workweek in which he or she 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 clause set forth in subpara-

graph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 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 the clause set forth in sub paragraph (1) of this paragraph.

(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

**Standard Federal Equal Employment Opportunity Construction Contract
Specifications (Executive Order 11246).**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers.

The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason there for, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings,

persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and Failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g.,

those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- (a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

The Copeland "Anti-Kickback" Act

OVERVIEW

The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

COMPLIANCE ASSISTANCE MATERIALS

BASIC INFORMATION

- Employment Law Guide - "Kickbacks" in Federally Funded Construction (Copeland Act) - Describes the basic provisions of the Copeland "Anti-Kickback" Act.
- Copeland "Anti-Kickback" Act Compliance Assistance Web Page

RECORDKEEPING

Each covered contractor or subcontractor must provide a weekly statement of the wages paid to each of its employees engaged in covered work. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on the "Statement of Compliance" form on the back of WH-347 "Payroll (For Contractors Optional Use)" or on any form with identical wording. Within seven days after the regular pay date for the pay period the statement shall be delivered to a representative of the federal or state agency in charge.

APPLICABLE LAWS AND REGULATIONS

- The Copeland "Anti-Kickback" Act, 40 USC §276c and 18 USC §874 - The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act also require the contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.
- 29 CFR Part 3 - Regulations implementing the requirements of the "anti-kickback" section of the Copeland Act.

RELATED TOPICS AND LINKS

- Employment Law Guide - Prevailing Wages in Construction Contracts - Describes the coverage and basic requirements of prevailing wages in construction contracts. **See also Compliance Assistance By Law - The Davis-Bacon and Related Acts (DBRA).**
- Employment Law Guide - Hours and Safety Standards in Construction Contracts - Describes the Contract Work Hours and Safety Standards Act (CWHSSA) which requires contractors and subcontractors with covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. **See also Compliance Assistance By Law - The Contract Work Hours and Safety Standards Act (CWHSSA).**

DOL CONTACTS*

Wage and Hour Division

200 Constitution Avenue, NW

Room S-3502

Washington, DC 20210

Contact WHD

Tel: 1-866-4USWAGE (1-866-487-9243)

TTY: 1-877-889-5627

Local Offices

For questions on other DOL laws,

please call DOL's Toll-Free Help Line at 1-866-4-USA-DOL (1-866-487-2365). Live assistance is available in English and Spanish, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time. Additional service is available in more than 140 languages through a translation service.

Tel: 1-866-4-USA-DOL (1-866-487-2365)

TTY: 1-877-889-5627

****Pursuant to the U.S. Department of Labor's Confidentiality Protocol for Compliance Assistance Inquiries, information provided by a telephone caller will be kept confidential within the bounds of the law. Compliance assistance inquiries will not trigger an inspection, audit, investigation, etc.***

General Decision Number: AZ100001 08/12/2011 AZ1

Superseded General Decision Number: AZ20080001

State: Arizona

Construction Type: Building

Counties: Coconino, Maricopa, Mohave, Pima, Pinal and Yuma Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	06/04/2010
2	07/02/2010
3	07/09/2010
4	07/23/2010
5	08/06/2010
6	08/27/2010
7	09/10/2010
8	10/15/2010
9	11/05/2010
10	11/19/2010
11	12/03/2010
12	01/21/2011
13	02/04/2011
14	04/01/2011
15	04/08/2011
16	04/15/2011
17	05/13/2011
18	06/17/2011
19	08/12/2011

BRAZ0003-003 11/23/2009

COCONINO, MARICOPA, MOHAVE, PINAL (Area West and North of the San Francisco River to the Gila River), & YUMA COUNTIES

	Rates	Fringes
Bricklayer - Cement Block Layer.....	\$ 24.62	4.57

BRAZ0003-008 11/23/2009

PIMA AND PINAL (Area East and South of the San Francisco River to the Gila River) COUNTIES

	Rates	Fringes
Bricklayer - Cement Block Layer.....	\$ 18.00	4.49

CARP0408-001 07/01/2009

	Rates	Fringes
CARPENTER.....	\$ 23.00	7.24

* CARP1327-001 07/01/2011

	Rates	Fringes
DRYWALL HANGER.....	\$ 19.25	6.53

* ELEC0570-003 06/01/2011

PIMA, PINAL (Southern Part), AND YUMA COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 23.40	18%+4.70

Zone Definitions

(b) ZONE PAY -Workmen employed in Zones B and C shall be paid Zone Pay as follows:

Zone B.....an additional \$ 1.25 per hour
Zone C.....an additional \$ 3.75 per hour

SECTION 3.05 ZONES

(a) Zones shall be created in Tucson, Arizona, the headquarters of the Union. Zones may be established in other localities by mutual consent of the parties hereto (Section 1.03). Zones and the applicable rates of pay shall be the same for all Employers coming under the terms of this Agreement.

In Tucson, Zone A shall be the area within a twenty-nine (29) mile radius from a basing point at the City Hall.

Zone B shall be the area from the outer limits of the twenty-nine (29) mile radius, extending out another seventeen (17) miles (a 46 mile radius total).

Zone C shall be the area from the forty-six (46) mile radius, extending to the outside limits of the Local Union's jurisdiction.

If any owner's contiguous property falls within more than one Zone, it shall all be considered to be within the closer Zone.

ELEC0640-005 06/21/2010

COCONINO, MARICOPA, MOHAVE, and PINAL (Area North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines) COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 24.80	3%+7.14

ENGI0428-003 06/01/2010

Rates Fringes

Power Equipment Operator		
(2) Crane under 15 tons.....	\$ 25.22	9.79
(3) Crane, 15 tons to 100 tons.....	\$ 26.30	9.79
(4) Crane, 100 tons and over.....	\$ 27.33	9.79

* IRON0075-002 08/01/2011

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LABO0383-005 06/01/2009

	Rates	Fringes
LABORER (Brick/Block Tender).....	\$ 16.72	4.35

PAIN0086-003 04/01/2010

	Rates	Fringes
PAINTER.....	\$ 17.85	4.70

PAIN0086-005 06/01/2011

	Rates	Fringes
GLAZIER.....	\$ 26.50	6.98

* PLUM0469-002 07/01/2011

ZONE A: COCONINO, MARICOPA, MOHAVE & YUMA COUNTIES
 ZONE B: PIMA AND PINAL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Zone A.....	\$ 32.50	15.15
Zone B.....	\$ 29.15	14.25

SFAZ0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.85	17.45

* SHEE0359-002 07/01/2011

PIMA and PINAL (South of the 33rd Parallel) COUNTIES

Rates	Fringes
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Sheet Metal Worker (Including HVAC)

Zone 1.....\$ 29.65 14.05

* SHEE0359-003 07/01/2011

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33rd Parallel), and YUMA COUNTIES

Rates Fringes

Sheet Metal Worker (Including HVAC).....\$ 29.65 14.05

SUAZ2004-001 01/14/2004

Rates Fringes

Cement Mason/Finisher.....\$ 15.25 5.01

Laborers

Concrete Worker.....\$ 8.88 0.00
Form Setter.....\$ 9.63 0.00
General/Cleanup.....\$ 11.37 2.91
Waterproofing.....\$ 12.59 0.00

PLASTERER.....\$ 15.00 0.00

Power Equipment Operator

Backhoe.....\$ 14.78 0.00

TILE FINISHER.....\$ 11.00 0.00

TILE SETTER.....\$ 14.98 0.00

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

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) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

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END OF GENERAL DECISION

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, As Amended

— DISCLAIMER —

Executive Order 11246 — Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**Subpart A - Duties of the Secretary of Labor**

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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, 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 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements 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 or national origin.
3. 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) 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 No. 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 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 becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and

agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

- a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

- a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

- a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
 2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
 3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
 4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
 5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
 6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.
- (b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make

reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts 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 such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall

also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

- a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

- a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.
- b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued

thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

- a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

Wage and Hour Division (WHD)

Copeland "Anti-kickback" Act

TITLE 18, U.S.C.

Sec. 874. Kickbacks from **public works employees**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

[18 U.S.C. 874 (June 25, 1948, ch. 645, Sec. 1, 62 Stat. 740 and 862, eff. Sept. 1, 1948) replaced the former sec. 1 of the Copeland Act of June 13, 1934 (48 Stat. 948). Prior to 1948, Section 1 of the Copeland Act was codified as 40 U.S.C. 276b. P.L. 103-322, (Sept. 13, 1994, 108 Stat. 2147), substituted "fined under this title" for "fined not more than \$5,000".]

TITLE 40, U.S.C.

Sec. 3145. Regulations governing contractors and subcontractors

(a) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(b) Application.—Section 1001 of title 18 applies to the statements.

[Section 2 of the original Act of June 13, 1934, as amended prior to 2002, and codified as 40 U.S.C. 276c, was repealed, revised and codified as 40 U.S.C. 3145 by P.L. 107-217 (Aug. 21, 2002, 116 Stat. 1152, 1304, 1309, 1313, 1315).]

See also: Reorganization Plan No. 14 of 1950 (15 F.R. 3176, 64 Stat. 1267, 5 U.S.C. 133z note)

The Contract Work Hours and Safety Standards Act (CWHSSA)

- [Overview](#)
 - [Compliance Assistance Materials](#)
 - [Basic Information](#)
 - [Fact Sheets](#)
 - [Recordkeeping](#)
 - [Applicable Laws and Regulations](#)
 - [Related Topics and Links](#)
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OVERVIEW

The Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

COMPLIANCE ASSISTANCE MATERIALS

BASIC INFORMATION

- [Employment Law Guide: Hours and Safety Standards in Construction Contracts](#)

FACT SHEETS

- [Occupational Safety and Health Administration \(OSHA\) Compliance Assistance Fact Sheet \(PDF\)](#)

RECORDKEEPING

Depending on the type of federal procurement contract involved, the recordkeeping requirements the [Copeland Act](#) or the [McNamara-O'Hara Service Contract Act](#) apply to contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA).

APPLICABLE LAWS AND REGULATIONS

- [Title I - Contract Work Hours and Safety Standards Act](#)
- [29 CFR Part 4](#) - Regulations describing the labor standards for federal service contracts.
- [29 CFR Part 6](#) - Regulations describing the Rules of Practice for administrative proceedings enforcing labor standards in federal and federally assisted construction contracts and federal service contracts.

- [29 CFR Part 8](#) - Regulations describing practice before the Administrative Review Board with regard to federal service contracts.
- [29 CFR Part 5](#) - Regulations regarding the labor standards provisions applicable to contracts covering federally financed and assisted construction, as well as the labor standards applicable to nonconstruction contracts subject to the Contract Work Hours and Safety Standards Act.
- [The Occupational Safety and Health \(OSH\) Act of 1970 \(PDF\)](#)
- [29 CFR Parts 70 to 240](#) - Regulations issued by the Occupational Safety and Health Administration (OSHA) that cover a broad array of subjects, including procedures for state agreements; standards applicable to specific industries, such as shipyards, marine terminals, and agriculture; recording and reporting occupational injuries and illness; safety standards; health standards; and criteria for assessment of penalties.

RELATED TOPICS AND LINKS

- [Employment Law Guide - "Kickbacks" in Federally Funded Construction \(Copeland Act\)](#) - Prohibits a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract and requires contractors and subcontractors on certain federally funded construction contracts to submit weekly statements of compliance. **See also Compliance Assistance By Law - [The Copeland "Anti-Kickback" Act](#).**
- [Davis-Bacon and Related Acts Compliance Assistance Web Page](#)
- [McNamara-O'Hara Service Contracts Act Compliance Assistance Web Page](#)
- [Wage Determinations OnLine](#) - This Web site provides a single location for federal contracting officers and the public to use in obtaining appropriate Service Contract Act (SCA) and Davis-Bacon Act (DBA) wage determinations (WDs) for each official contract action.
- [State Occupational Safety and Health Plans](#)
- [OSHA Industry-Specific Resources](#)

DOL CONTACTS*

Wage and Hour Division

200 Constitution Avenue, NW

Room S-3502

Washington, DC 20210

Contact WHD

Tel: 1-866-4USWAGE (1-866-487-9243)

TTY: 1-877-889-5627

Local Offices

▪ **Occupational Safety and Health Administration (OSHA)**

200 Constitution Avenue, NW

Washington, DC 20210

▪ **Contact OSHA**

Tel.: 1-800-321-OSHA (1-800-321-6742)

TTY: 1-877-889-5627

* Local Offices

* **For questions on other DOL laws,**

please call DOL's Toll-Free Help Line at 1-866-4-USA-DOL (1-866-487-2365). Live assistance is available in English and Spanish, Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern Time. Additional service is available in more than 140 languages through a translation service. Tel: 1-866-4-USA-DOL (1-866-487-2365)

TTY: 1-877-889-5627

****Pursuant to the U.S. Department of Labor's Confidentiality Protocol for Compliance Assistance Inquiries, information provided by a telephone caller will be kept confidential within the bounds of the law. Compliance assistance inquiries will not trigger an inspection, audit, investigation, etc.***

BUY AMERICAN CERTIFICATION

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the (Name of Construction Contract) to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

Name of Contractor

Date

Signature of Authorized Official

Title

Federal Contracts-Working Conditions: Prevailing Wages in Construction Contracts

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ Who Is Covered ▪ Basic Provisions/Requirements ▪ Employee Rights ▪ Recordkeeping, Reporting, Notices and Posters <ul style="list-style-type: none"> ▪ Notices and Posters ▪ Recordkeeping ▪ Reporting ▪ Penalties/Sanctions ▪ Relation to State, Local, and Other Federal Laws ▪ Compliance Assistance Available ▪ DOL Contacts | <p style="text-align: center;"><small>Related Information</small></p> <ul style="list-style-type: none"> Compliance Assistance By Law <ul style="list-style-type: none"> ▪ The Davis-Bacon and Related Acts (DBRA) DOL Agency Assistance <ul style="list-style-type: none"> ▪ Wage and Hour Division DBRA Page ▪ Wage Determinations On-Line |
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Updated: September 2009

Davis-Bacon and Related Acts

(40 USC §276a (<http://www.dol.gov/whd/regs/statutes/dbra.htm>); **29 CFR Parts 1, 3, 5, 6** (http://www.dol.gov/dol/cfr/title_29/Chapter_I.htm) **and 7** (<http://www.dol.gov/cgl-bin/leave-dol.asp?exiturl=http://s.dol.gov/60&exitTitle=www.gpoaccess.gov&fedpage=yes>))

Who is Covered

The Davis-Bacon and Related Acts (DBRA) are administered by the Wage and Hour Division. These Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Basic Provisions/Requirements

The Davis-Bacon Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

Contractors and subcontractors on prime contracts in excess of \$100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek.

Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

Employee Rights

The Davis-Bacon and Related Acts provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage rate and fringe benefits, as determined by the Department of Labor, for the type of work performed. The Wage and Hour Division (<http://www.dol.gov/whd/>) and respective federal contracting agencies accept complaints of alleged Davis-Bacon violations.

Recordkeeping, Reporting, Notices and Posters

Notices and Posters

Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 "Employee Rights Under the Davis-Bacon Act" poster (<http://www.dol.gov/whd/programs/dbra/wh1321.htm>) at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination must be similarly posted.

Recordkeeping

Under the DBRA, covered contractors must maintain payroll and basic records for all laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and Social Security number of each employee
- Each employee's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and

mechanics affected

- * If applicable, detailed information regarding approved apprenticeship or trainee programs

Some of the records required to be kept under the law are also required under the Fair Labor Standards Act. See Wage and Hour Division Fact sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA) (<http://www.dol.gov/whd/regs/compliance/whdfs21.pdf>).

Reporting

Each covered contractor and subcontractor must, on a weekly basis, provide the federal agency a copy of all payrolls providing the information listed above under "Recordkeeping" for the preceding weekly payroll period. Each payroll submitted must be accompanied by a "Statement of Compliance." The contractor, subcontractor or the authorized officer or employee of the contractor or subcontractor who supervises the payment of wages must sign the weekly statement. Statements of Compliance are to be made on the form WH-347 "Payroll (For Contractors Optional Use)" (<http://www.dol.gov/whd/forms/wh347instr.htm>) or on any form with identical wording. This must be completed within seven days after the regular pay date for the pay period.

Contractors may also be asked to submit, via survey, wage data that may be used by the Wage and Hour Division to determine the locally prevailing wage rates that will apply to workers on Davis-Bacon and DBRA-covered projects. The submission of wage data is encouraged, but voluntary. Contractors and others may use the WD-10 Form, Report of Construction Contractor's Wage Rates (<http://www.dol.gov/whd/programs/dbra/wd10/index.htm>).

Penalties/Sanctions

Contractors or subcontractors found to have disregarded their obligations to employees, or to have committed aggravated or willful violations while performing work on Davis-Bacon covered projects, may be subject to contract termination and debarment from future contracts for up to three years. In addition, contract payments may be withheld in sufficient amounts to satisfy liabilities for unpaid wages and liquidated damages that result from overtime violations of the Contract Work Hours and Safety Standards Act (CWHSSA).

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge. Contractors and subcontractors may appeal decisions by Administrative Law Judge's with the Department's Administrative Review Board. Final Board determinations on violations may be appealed to and are enforceable through the federal courts.

Falsification of certified payroll records or the required kickback of wages may subject a contractor or subcontractor to civil or criminal prosecution, the penalty for which may be fines and/or imprisonment.

Relation to State, Local, and Other Federal Laws

Since 1931, Congress has extended the Davis-Bacon prevailing wage requirements to some 60 related Acts which provide federal assistance for construction through loans, grants, loan guarantees, and insurance. These Acts include by reference the requirements for payment of the prevailing wages in accordance with the Davis-Bacon Act. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

The Copeland "Anti-Kickback" Act

(<http://www.dol.gov/whd/regs/statutes/copeland.htm>) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State and local laws. Also, overtime work pay requirements under CWHSSA and the Fair Labor Standards Act (<http://www.dol.gov/wiid/flsa/index.htm>) may apply.

Compliance Assistance Available

The Department of Labor provides employers, workers, and others with clear and easy-to-access information and assistance on how to comply with the Davis-Bacon and Related Acts, such as the DBRA Forms page (<http://www.dol.gov/whd/programs/dbra/forms.htm>). Other compliance assistance related to the Act — including the Davis-Bacon and Related Acts (DBRA) Web Page (<http://www.dol.gov/whd/programs/dbra/index.htm>) and regulatory and interpretive materials — is available on the Compliance Assistance "By Law" (http://www.dol.gov/compliance/laws/comp_dbra.htm) Web page. Also, the Wage Determinations OnLine (<http://www.wdol.gov/>) (WDOL) Web site provides a single location for federal contracting officers to obtain Davis-Bacon wage determinations for use in covered contracts. The WDOL Web site library provides a variety of links that relate to compliance with the prevailing wage laws that apply to federal and federally assisted contracts.

DOL Contacts

Wage and Hour Division (<http://www.dol.gov/whd/>)

Contact WHD (<http://www.dol.gov/whd/contactform.asp>)

Tel: 1-866-4USWAGE (1-866-487-9243); TTY: 1-877-889-5627

The Employment Law Guide is offered as a public resource. It does not create new legal obligations and it is not a substitute for the U.S. Code, Federal Register, and Code of Federal Regulations as the official sources of applicable law. Every effort has been made to ensure that the information provided is complete and accurate as of the time of publication, and this will continue. Later versions of this Guide will be offered at www.dol.gov/compliance or by calling our Toll-Free Help Line at 1-866-4-USA-DOL (1-866-487-2365) (1-866-487-2365).

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Fact Sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA)

This fact sheet provides a summary of the FLSA's recordkeeping regulations, 29 CFR Part 516.

Records To Be Kept By Employers

Highlights: The FLSA sets minimum wage, overtime pay, recordkeeping, and youth employment standards for employment subject to its provisions. Unless exempt, covered employees must be paid at least the minimum wage and not less than one and one-half times their regular rates of pay for overtime hours worked.

Posting: Employers must display an official poster outlining the provisions of the Act, available at no cost from local offices of the Wage and Hour Division and toll-free, by calling 1-866-4USWage (1-866-487-9243). This poster is also available electronically for downloading and printing at <http://www.dol.gov/osbp/sbrefa/poster/main.htm>.

What Records Are Required: Every covered employer must keep certain records for each non-exempt worker. The Act requires no particular form for the records, but does require that the records include certain identifying information about the employee and data about the hours worked and the wages earned. The law requires this information to be accurate. The following is a listing of the basic records that an employer must maintain:

1. Employee's full name and social security number.
2. Address, including zip code.
3. Birth date, if younger than 19.
4. Sex and occupation.
5. Time and day of week when employee's workweek begins.
6. Hours worked each day.
7. Total hours worked each workweek.
8. Basis on which employee's wages are paid (e.g., "\$9 per hour", "\$440 a week", "piecework")
9. Regular hourly pay rate.
10. Total daily or weekly straight-time earnings.
11. Total overtime earnings for the workweek.
12. All additions to or deductions from the employee's wages.
13. Total wages paid each pay period.
14. Date of payment and the pay period covered by the payment.

How Long Should Records Be Retained: Each employer shall preserve for at least three years payroll records, collective bargaining agreements, sales and purchase records. Records on which wage computations are based should be retained for two years, i.e., time cards and piece work tickets, wage rate tables, work and time schedules, and records of additions to or deductions from wages. These records must be open for inspection by the Division's representatives, who may ask the employer to make extensions, computations, or transcriptions. The records may be kept at the place of employment or in a central records office.

What About Timekeeping: Employers may use any timekeeping method they choose. For example, they may use a time clock, have a timekeeper keep track of employee's work hours, or tell their workers to write their own times on the records. Any timekeeping plan is acceptable as long as it is complete and accurate.

The following is a sample timekeeping format employers may follow but are not required to do so:

DAY	DATE	IN	OUT	TOTAL HOURS
Sunday	6/3/07	-----	-----	-----
Monday	6/4/07	8:00am	12:02pm	
		1:00pm	5:03pm	8
Tuesday	6/5/07	7:57am	11:58am	
		1:00pm	5:00pm	8
Wednesday	6/6/07	8:02am	12:10pm	
		1:06pm	5:05pm	8
Thursday	6/7/07	-----	-----	-----
Friday	6/8/07	-----	-----	-----
Saturday	6/9/07	-----	-----	-----
Total Workweek Hours:				24

Employees on Fixed Schedules: Many employees work on a fixed schedule from which they seldom vary. The employer may keep a record showing the exact schedule of daily and weekly hours and merely indicate that the worker did follow the schedule. When a worker is on a job for a longer or shorter period of time than the schedule shows, the employer must record the number of hours the worker actually worked, on an exception basis.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

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NOTICE TO CONTRACTORS

Sealed bids shall be either mailed to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona, 85301, or hand-delivered to the Engineering Department office, third floor, 5850 West Glendale Avenue, Glendale, Arizona, for furnishing all plant, material, equipment and labor, and to complete construction of: **PROJECT NO. 091004 -MAIN LIBRARY LIGHTING IMPROVEMENT.**

Bids must be received by the Engineering Department of the City of Glendale no later than 10:00 A.M., OCTOBER 6, 2011. Any bid received after that time will not be considered and will be returned to the bidder.

A pre-bid conference will be held on September 27, 2011, at 9:00 A.M. at the Glendale Main Library, 5959 W. Brown Street, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions

Each bid shall be in accordance with the plans, specifications and contract documents, and shall be set forth and submitted on the BID DOCUMENTS included with the project specifications book. The BID DOCUMENTS may be removed from the project specifications book and submitted independently of such book.

The City of Glendale reserves the right to reject any or all bids or waive any informality or irregularity in a bid. No bidder may withdraw his bid for a period of fifty (50) days after opening and reading of the bids.

The City of Glendale is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit bids.

CITY OF GLENDALE, ARIZONA

INFORMATION FOR BIDDERS

1. **ELIGIBILITY OF CONTRACTORS:** When calling for bids for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no bid shall be considered for performance of a contract, including construction work which is not submitted by a bidder duly licensed as a contractor in this State. No bid shall be awarded to any contractor or entity not authorized to do business in the State of Arizona by the Arizona Corporation Commission, as required by statute.

2. **PROPOSAL:** Bids to receive consideration shall be made in accordance with the following instructions:

(a) Before submitting a bid, bidders shall carefully examine the plans and specifications and contract documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations.

(b) Bids shall be submitted on the "PROPOSAL" forms provided and delivered to the City of Glendale Engineering Department on or before the day and hour set in the "NOTICE TO CONTRACTORS," as published. Bids shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:

1. The bidder's name and address.
2. The project number.
3. The title of the project.
4. The time and date the bids are to be received.

(c) It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

(d) The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the bid.

(e) Bids shall not contain any recapitulations of the work to be done. No oral, telegraphic, telephonic, or modified proposals will be considered.

3. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid, either personally, by telegram or by written request, at any time prior to the scheduled closing time for receipt of bids. No bid may be withdrawn by telephone. Any bid withdrawn will not be opened and will be returned to the bidder. After opening and reading of the bids, no bidder may withdraw his bid for a period of fifty (50) days from the date of opening and reading.

4. **LATE BIDS:** Bids received after the scheduled closing time for receipt of bids, as contained in the "Notice to Contractors," will not be considered and will be returned to the bidder.

5. **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest and best qualified responsive bidder complying with these instructions and with the "NOTICE TO CONTRACTORS." The City of Glendale, Arizona, however, reserves the right to accept or reject any or all bids or to waive any or all informalities or irregularities in the bid. Alternates may be accepted depending upon the availability of City funds. Accepted alternates will be considered in

determining the lowest responsive and responsible bidder.

6. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) bid for the same work unless alternate bids are called for in the specifications or any addenda. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

7. **CONTRACT AND INSURANCE:** The form of contract, which the successful bidder as Contractor will be required to execute, and insurance form which he will be required to furnish are included in the contract documents and should be carefully examined by the bidder. The successful bidder shall use the forms provided or such other forms as are acceptable by the City. The contract and insurance form will be executed in () original counterparts.

8. **SUBCONTRACTORS LISTING AND CERTIFICATION OF CONTRACT COMPLIANCE:** The contractor will be required to furnish the form of subcontractors listing and certification of contract compliance with the executed contract documents. This information is requested for tracking and insurance purposes only.

9. **INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating a bid for proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in or omissions from the plans and specifications, he may submit to the Engineering Department, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than ninety-six (96) hours before the bid opening time may not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City of Glendale will not be responsible for any other explanations or interpretations of the proposed documents.

10. **CHANGES TO PLANS AND DOCUMENTS:** Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 12 below.

11. **ADDENDUM:** Any addenda will be faxed, mailed or delivered to all who are known by the City to have received a complete set of bid documents, and to offices where bid documents have been filed for review purposes. It is the responsibility of each bidder to ascertain that he has received all addenda issued by telephoning the office identified in the NOTICE TO CONTRACTORS as the location where bid documents are available prior to submitting his bid.

Bidders shall acknowledge all addenda in the appropriate location on the "PROPOSAL" form. Failure to acknowledge receipt of Addenda shall render the bid proposal non-responsive and it will be rejected.

12. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner by the Owner unless such assignment has had prior approval of the Owner and consented thereto in writing.

13. PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER: The successful bidder may obtain five (5) sets of plans and specifications for this project from the City.

14. TIME OF COMPLETION: The Contractor shall commence work under this project on or before the tenth day following receipt of the Notice to Proceed for that project from the City of Glendale and shall fully complete all work under the project within FOURTY-FIVE (45) consecutive calendar days from and including the date of receipt of such Notice to Proceed. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

15. CITY OF GLENDALE TRANSACTION PRIVILEGE TAX: The City of Glendale transaction privilege tax shall **NOT** be waived under the provisions of this contract. The current privilege tax rate can be obtained from the City of Glendale Sales Tax and Licenses Department. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.

16. PRE-BID CONFERENCE: A pre-bid conference will be held on September 27, 2011, at 9:00 A.M., at the Glendale Main Library, 5959 W. Brown Street, Glendale, Arizona. Bidders, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Engineer to answer any questions.

17. ALTERNATES: Alternate proposals will not be considered unless called for in the documents or any addenda thereto. When alternates are requested, all requested alternates or alternate bid items, unless otherwise stated, shall be bid. If no change in the base bid will occur with the alternate, enter "No Change."

18. APPROVAL OF SUBSTITUTIONS: The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, before bid opening, unless written request for approval has been received by the City Engineer at least ten (10) working days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Bidder shall not be entitled to approval of a substitute.

If a substitute is approved, the approval shall be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

19. USE OF "EQUALS": When the specifications for materials, articles, products and equipment state "or equal," contractor may bid upon, and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City Engineering Department will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." It shall not be purchased or installed without the prior written approval from the City Engineering Department.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Department for approval. Requests must be received at least ten (10) days prior to the date set for opening the Bid Proposals. The request shall state the name of the material, article, product or

equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals will be issued in the form of an addendum.

20. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE: Before submitting a Bid Proposal, bidders should carefully examine the Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

21. BIDDERS IN DEFAULT: No bid will be awarded to any person, firm or corporation that is not authorized by the Arizona Corporation Commission to do business in the State of Arizona, in arrears or is in default to the City of Glendale upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City of Glendale, or has failed to faithfully perform any previous contract with the City of Glendale.

END OF INFORMATION FOR BIDDERS

Project 091004

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PROPOSALPlace PHOENIX, AZDate 10-6-2011

Proposal of MALONE ELECTRIC, a Corporation organized and existing under the laws of the State of Arizona. a partnership consisting of _____; or an individual trading as MICHAEL L. MALONE

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF GLENDALE
GLENDALE, ARIZONA

Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **PROJECT 091004-MAIN LIBRARY LIGHTING IMPROVEMENT**, in strict conformity with the plans and specifications for the following unit prices:

(Extension of these unit prices on the basis of estimated quantities and the totaling of these extensions are for the purpose of comparing bids only. The mathematics of such extensions and totaling will be checked and corrected by the Public Works/Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

Project 091004

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Bid Schedule

Project Number: **091004**
 Project Name: **MAIN LIBRARY LIGHTING IMPROVEMENTS**

BASE BID

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Allowance for Construction Contingency	1	LS	\$2,000.00	\$2,000.00
2.	Mobilization/Demobilization	1	LS	0	0
3.	Demolition per Plans & Specifications	1	LS	0	0
4.	Installation per Plans & Specifications	1	LS	\$1475.00	\$1475.00
TOTAL BASE BID:					\$3475.00 ✓

Reference Sheet E001 For Alternate Bid Number Descriptions.

ALTERNATE NO.1

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Allowance for Construction Contingency	1	LS	\$500.00	\$500.00
2.	Demolition per Plans & Specifications	1	LS	\$200.00	\$200.00
3.	Installation per Plans & Specifications	1	LS	\$4150.00	\$4150.00
TOTAL ALTERNATE NO.1 BID:					\$4850.00 ✓

ALTERNATE NO.2

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Allowance for Construction Contingency	1	LS	\$500.00	\$500.00
2.	Demolition per Plans & Specifications	1	LS	0	0
3.	Installation per Plans & Specifications	1	LS	\$720.00	\$720.00
TOTAL ALTERNATE NO. 2 BID:					\$1220.00 ✓

ALTERNATE NO. 3

Project 091004

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Allowance for Construction Contingency	1	LS	\$500.00	\$500.00
2.	Demolition per Plans & Specifications	1	LS	0	0
3.	Installation per Plans & Specifications	1	LS	975.00	975.00
TOTAL ALTERNATE NO. 3 BID:					<u>\$1475.00</u>

ALTERNATE NO. 4

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Allowance for Construction Contingency	1	LS	\$200.00	\$200.00
2.	Demolition per Plans & Specifications	1	LS	1750.00	1750.00
3.	Installation per Plans & Specifications	1	LS	12125.00	12125.00
TOTAL ALTERNATE NO. 4 BID:					<u>\$14075.00</u>

ALTERNATE NO. 5

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Allowance for Construction Contingency	1	LS	\$500.00	\$500.00
2.	Demolition per Plans & Specifications	1	LS	\$750.00	\$750.00
3.	Installation per Plans & Specifications	1	LS	2200.00	2200.00
TOTAL ALTERNATE NO. 5 BID:					<u>2950.00</u>

\$3,450.00

Total of all = \$28,545.00

Project 091004

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The undersigned hereby declares that he has visited the site(s) and has carefully examined the contract documents relating to the work covered by the above bid or bids.

Upon receipt of notice of the acceptance of this bid, we will execute the formal contract attached within ten (10) days, and will deliver the Certificate of Insurance.

The undersigned has checked carefully all the above figures and understands that the City of Glendale, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Mayor and Council of the City of Glendale, Arizona, reserves the right to reject any or all bids or to waive any informalities or irregularities in the bid.

Respectfully submitted,

Arizona Contractor's
Classification and
License No.

K-11 146935

MALONE ELECTRIC, INC.
Contractor

By MICHAEL L. MALONE

P.O. Box 54334 PHOENIX, AZ 85078
3406 E. CAMPO BELLO DR. PHOENIX, AZ 85032
(Complete business address)

Telephone Number: 602-494-3273
Fax Number 602-795-3407

Bidder shall signify receipt of all Addenda here (if any):

Addendum #1

Failure to acknowledge receipt of all Addenda shall render the bid proposal non-responsive and will be rejected.

Acknowledged by Michael L. Malone

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Malone Electric, Inc., an Arizona corporation ("Contractor") as of the day of December, 2011. 1341

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:
 - (A) Notice to Contractors;
 - (B) Information for Bidders;
 - (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
 - (D) Proposal;
 - (E) Bid Bond;
 - (F) Payment Bond;
 - (G) Performance Bond;
 - (H) Certificate of Insurance;
 - (I) Appendix; and
 - (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

- (A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than forty-five (45) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with

any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7 Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.
- 4. Compensation for the Project.**
- 4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$28,545.00 (base bid and all alternates), as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- 5. Billings and Payment.**
- 5.1 Applications.**
- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.
- 5.2 Payment.**
- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
- (1) Completed work generated by Contractor and its Sub-contractors; and
- (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.
- 5.3 Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.
- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this

Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
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 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
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 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

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- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance

whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 9.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
10. **Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.
11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 12.2 **Representatives.**
- (A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Michael L. Malone
Malone Electric, Inc.
P.O. Box 54334
Phoenix, AZ 85078
 - (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
Attn: Michael Johnson
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

City of Glendale City Manager 5850 West Glendale Avenue Glendale, Arizona 85301	City of Glendale City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301
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 - (C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
 - (D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.
13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
14. **Entire Agreement; Survival; Counterparts; Signatures.**
- 14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 14.2 **Interpretation.**
- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

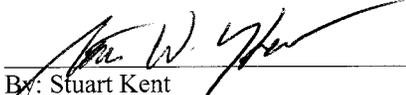
15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

The parties enter into this Agreement as of the date shown above.

City of Glendale,
an Arizona municipal corporation


By: Stuart Kent
Its: Executive Director, Public Works

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

MALONE ELECTRIC, INC.
an Arizona corporation


By:
Its:

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

This project will replace the existing interior and exterior lighting fixtures at the Glendale Main Library. The work includes, but is not limited to: Furnishing and installing complete lighting systems, branch circuits, lighting fixtures, lamps, controls, and accessories which are included in the technical specifications.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$28,545.00.

DETAILED PROJECT COMPENSATION

Base Bid	\$ 3,475.00	
Alternate No. 1	\$ 4,850.00	
Alternate No. 2	\$ 1,220.00	
Alternate No. 3	\$ 1,475.00	
Alternate No. 4	\$14,075.00	
Alternate No. 5	<u>\$ 3,450.00</u>	
Total Compensation		\$28,545.00

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
- (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
- (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Commercial Certificate of Insurance



FARMERS

Agency
 Name • James Wilson
 & • 18185 N. 83rd Ave. Ste. # D-203
 Address • Glendale, AZ. 85308
 • 602-439-4281

Issue Date (MM/DD/YY) 12/06/11

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 88 Dist. 09 Agent 312

Insured
 Name • Malone Electric, Inc.
 & • 3406 E. Campo Bello Dr.
 Address • Phoenix, AZ. 85032

Companies Providing Coverage:

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
B	<input checked="" type="checkbox"/> General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	60183-77-62	12/06/11	04/20/12	General Aggregate \$ 4,000,000 Products-Comp/OPS Aggregate \$ 4,000,000 Personal & Advertising Injury Each Occurrence \$ 2,000,000 Fire Damage (Any one fire) \$ 2,000,000 Medical Expense (Any one person) \$ 50,000 \$ 5,000
B	<input checked="" type="checkbox"/> Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	60183-77-62	12/06/11	04/20/12	Combined Single Limit \$ 1,000,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
N/A	Umbrella Liability				Limit \$
N/A	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

Description of Operations/Vehicles/Restrictions/Special Items:

City of Glendale is listed as additional insured.

Certificate Holder

Name • City of Glendale
 & • 5850 W. Glendale Avenue
 Address • Glendale, AZ. 85301

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

[Signature]
 Authorized Representative

POLICY NUMBER: 60183-77-62

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
CITY OF GLENDALE 5850 W GLENDALE AVE GLENDALE AZ 85301
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CITY OF GLENDALE, ARIZONA
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

PROJECT 091004 - MAIN LIBRARY LIGHTING IMPROVEMENT -- PHASE 2

To the City of Glendale, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Glendale against any and all liens, claims of liens, suits, actions, damages, charges, costs, litigation expenses, attorneys' fees and any other and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20____.

Contractor

By _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20

Notary Public

My Commission Expires: _____

SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL: By Ordinance No. 1110 New Series, the City of Glendale adopted the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of the City Engineer of the City of Glendale, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the City of Glendale.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

2. DEFINITIONS: The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

CITY: The word "City" refers to the City of Glendale, Arizona. The official representative of said City in these proceedings shall be the City Engineer.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the City.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

ENGINEER: The word "Engineer" means a person, firm or corporation duly authorized by the City, to act for the City in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Bidders, "Uniform Standard Specifications for Public Works Construction," MAG General Conditions, Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Certificates of Insurance, Plans and Addenda thereto.

3. PROPOSAL QUANTITIES: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that the City will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.

4. WITHDRAWAL OF PROPOSALS: No proposal shall be withdrawn following the opening and reading of the bids for a period of 50 days from the date of opening without the consent of the

contracting agency through the body or agent duly authorized to accept or reject the proposal.

5. LOSSES AND DAMAGES: All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.

6. DUST PREVENTION: The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations" which have been adopted pursuant to A.R.S. § 36-779.

The Contractor shall be required to obtain the necessary permit from the Maricopa County Air Pollution Control Bureau, 1001 N. Central Ave., Phoenix, Arizona 85004 - telephone (602) 506-6727.

7. EXCESS MATERIAL: Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to the Glendale Sanitary Landfill located at 115th Avenue and Glendale Avenue. The prevailing regulations and fee schedule will not be waived for work under this project. All materials, to be disposed of at the landfill, shall be weighed and disposed of at the prevailing rate.

8. STOCKPILE OF MATERIALS: The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

9. REFUSE COLLECTION ACCESS: At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least 48 hours prior to causing such closure or disruption, make arrangements with the Field Operations Department in order that refuse collection service can be maintained.

10. CLEAN-UP: After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean-up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

11. SHOP DRAWINGS: The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall

12. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the City. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

13. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

14. LAWS AND REGULATIONS: This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future City and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

15. PERMITS: The City has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by the City. A no-fee permit will be issued for work in the City of Glendale right-of-way and easement. (Also see Paragraph 7. Dust Prevention.)

16. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of the City, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the City of Glendale. Installation and removal of meters should be scheduled at least forty-eight (48) hours in advance through the Public Works/Utilities Division at 930-2700. A \$325 deposit is required for each meter. The cost of the water is at the prevailing rate.

17. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

18. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent unwillful damage to the underground utilities.

In the event the Contractor or its Subcontractor damages an existing, properly identified underground City of Glendale water or sewer line, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to the City, and he shall conduct his work so as to prevent interruption of service or damage to them.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with MAG Specifications 105.6 to cooperate with the utility companies.

19. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with

construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

20. OVERHEAD UTILITY LINES AND POLES: Contractor is advised that when work around overhead lines and poles is required on a project the Contractor is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

The primary and the backup representatives for this review and cost determinations are as follows:

Arizona Public Service:	Mr. Bobby Garza	602-371-7989
Qwest:	Mr. Ron Floyd	602-630-1932
Salt River Power:	Mr. Al Baizel	602-236-0840
Cox Communications:	Mr. Randy Sims	623-694-9593
Cox Communications:	Ms. Suzanne Holzer	623-328-3522

21. SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION: The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at 602-271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to the City.

22. UNDERGROUND UTILITIES' BEDDING: All water, sewer, storm drain, irrigation and other conduits installed within the City of Glendale shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of Section 601.4.6 of MAG Uniform Standard Specifications. The initial bedding under the pipe is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.

23. SEWER SERVICE LINES: The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by the City. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-City owned sewer service lines. These "as-builts" were prepared, and supplied to the City, by private developers or contractors who installed the non-City owned sewer service lines. Therefore, the City does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold the City harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

24. RIGHTS-OF-WAY: The City will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the City of Glendale, Maricopa County, Arizona, without the consent of the owner of such property.

25. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be subject to the approval of the City.

All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to the City Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

26. **PRE-CONSTRUCTION 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 Engineer will schedule a Pre-Construction Conference. This will be held at the City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

27. **OVERTIME:**

Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless the City has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of the City, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or City of Glendale recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to the City at least two business days prior to the scheduled overtime. The City reserves the right to deny the request to work overtime based on the best interest and needs of the City. If an overtime request is denied, the City may, at its sole discretion, extend the contract time at no additional costs to the City.

In the event the Contractor does perform work overtime, with or without the prior approval of the City, the Contractor shall be responsible to the City for all additional costs that may be incurred by the City as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG Section 108.5. However, the Contractor shall not be responsible for City's costs incurred as a result of overtime work requested by the City or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The City's cost will be billed directly to the Contractor or may, at the City's option, be deducted from monies due the Contractor.

28. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the City. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the City's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into

individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the City should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, the City may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to the City. Schedule changes requiring an increase in the City's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

29. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

30. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.

30.1 Delay: In the event of a delay for which the City is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of City and Contractor at the time this Contract is executed, City and Contractor shall negotiate, in good faith, a payment by the City to Contractor for the expenses incurred by Contractor as a result of such delay, in accordance with the City of Glendale Engineering Department's POLICY STATEMENT FOR CALCULATING DELAYS AND DAMAGES. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the City, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

31. LIQUIDATED DAMAGES:

31.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Bidders, then the contractor shall pay the City of Glendale, Arizona, liquidated damages, pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments, until the work is substantially complete.

31.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Bidders, even though the contractor has achieved substantial completion of the work within such time, then the contractor shall pay the City of Glendale, liquidated damages (pursuant to the provisions of Section 108.9, Standard Specifications for Public Works Construction, Maricopa Association of Governments), in an amount equal to 100% of the applicable liquidated damage rate set forth in MAG Section 108.9 for each and every calendar day of delay until the work is fully and finally complete and accepted.

31.3 The date of substantial completion shall be the date when the work is sufficiently complete, in

accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

31.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the owner.

32. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 100 - General Conditions, Section 109 - Measurements and Payments.

Payments will be made on the basis of itemized, monthly statements prepared by the City and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with MAG Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the City will mail the check directly to the Contractor.

The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the Engineer.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the City via fax at (623) 915-2689, and mail the original to the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301. Should any ambiguity arise between the Contract and these Conditions, the provisions of the Contract shall prevail.

END OF SUPPLEMENTAL GENERAL CONDITIONS

SPECIAL PROVISIONS

1. **SCOPE OF WORK:** This project will replace the existing interior and exterior lighting fixtures at the Glendale Main Library. The work includes, but is not limited to: Furnishing and installing complete lighting systems, branch circuits, lighting fixtures, lamps, controls, and accessories which are included in the technical specifications.

2. **DEFINITIONS:**

A. **Section:** Reference to a Section on the plans or in these Specifications shall mean a Section of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments (MAG), latest revision. The provisions of MAG Uniform Standard Specifications and Details for Public Works Construction, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. **Standard Detail:** Reference to a MAG Standard Detail (MAG S.D.) on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Uniform Standard Specifications for Public Works Construction, sponsored and distributed by Maricopa Association of Governments. City of Glendale Standard Detail (C.O.G. S.D.) shall mean a standard detail drawing in the City of Glendale's Engineering Design and Construction Standards, latest revision. City of Phoenix Standard Detail (C.O.P. S.D.) shall mean a standard detail drawing in the Phoenix Supplemental Standard Details for Public Works Construction, latest revision.

3. **LIGHTING SYSTEM LAYOUT:** The work under this item shall consist of furnishing all materials, personnel and equipment necessary to layout the new library lighting system and verify the accuracy per the plans and as directed by the Engineer. The work shall be done under the direction of a qualified individual employed by the Contractor.

Any errors, omissions or discrepancies in the project plans shall be immediately brought to the attention of the Engineer. The Contractor shall promptly notify the Engineer in writing, explaining the problem in detail. The Engineer will advise the Contractor within three working days of any corrective actions deemed necessary. No changes in the project plans will be allowed without the approval of the Engineer.

The Contractor shall inform the Engineer in a timely manner of any omissions, ambiguities, or errors which the Contractor feels may result in extra layout work, so as not to delay the project or create any unnecessary work.

The Engineer reserves the right to make inspections and random checks of the layout. Inspection or acceptance of all or any part of the Contractor's layout by the Engineer does not relieve the Contractor of full responsibility to secure the proper dimensions and layout of the work.

If, in the Engineer's opinion, the work is not being performed in a manner that will assure proper accuracy, the Engineer will order any or all of the layout work redone at no additional cost to the City. If any portion of the Contractor's layout work is ordered redone and requires additional rechecking by the Engineer, the City shall be reimbursed for all costs for such additional checking. The amount of such costs will be deducted from the Contractor's monthly estimate.

The Contractor shall furnish final Record Drawings for all improvements. The Record Drawings shall be prepared by a qualified individual employed by the Contractor and submitted to the Engineer for approval prior to final acceptance of the project. The Record Drawings shall be prepared on a set of reproducible copies of the construction plans. The lighting system layout is considered incidental to the project and no additional payment will be authorized.

4. **SUSPENSION OF WORK:** The Engineer reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract time in accordance with MAG Section 108.

9. **COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS:** In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

10. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company maintains energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees, and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (See: OSHA Standard 1926.550(a)15.) As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements would be borne by the Contractor. The utility company can often respond to such requests if two days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

11. **RECORD DRAWINGS:** The Contractor shall maintain one set of contract drawings with all changes, deviations, additions and deletions clearly marked thereon. Upon completion of the work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the Engineer prior to approval of the Contractor's final payment request.

8. **ALLOWANCE FOR CONSTRUCTION CONTINGENCIES:** Bid schedule includes a lump sum contingency allowance. This allowance is at all times the property of the City and is for the sole purpose of reimbursing Contractor for any unforeseen work not apparent at the time of bidding or additional work requested by the CITY OF GLENDALE.

No work anticipated for reimbursement under this Bid Item shall be initiated by Contractor until Contractor, City of Glendale Representative and City of Glendale agree on the scope and cost to perform the additional work. The Contractor shall prepare and submit to City of Glendale Representative a cost itemization and summary for the additional work. City of Glendale Representative and City of Glendale shall review and approve prior to Contractor proceeding with any additional work. Any portion of the stated sum not expended remains the property of the City of Glendale.

Work under this section shall consist of any additional work identified by the owner and contractor due to construction activity. All work under this item shall be itemized as per MAG requirements and deducted from the set amount. All work under this section shall include but is not limited to all necessary materials, tools, layout, survey and labor required to complete each task.

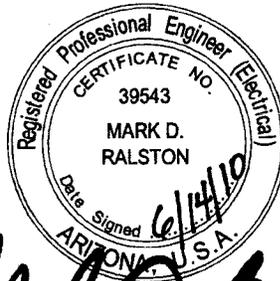
Measurement and payment for this item shall be made on an individual basis per task and as described above. Limit for this item is listed on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY. See the Bid Schedule for individual contingency amounts.

END OF SPECIAL PROVISIONS

DIVISION 26

ELECTRICAL

26 05 00	General Provisions
26 05 01	Scope of Work
26 05 02	Temporary and Remodeling Work
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding of Electrical Equipment
26 05 33	Raceway and Boxes for Electrical Systems
26 51 00	Interior Lighting Fixtures and Lamps



Handwritten signature of Mark D. Ralston

EXPIRES: 09/30/12

SECTION 26 05 00
GENERAL PROVISIONS

PART 1 GENERAL

1.1 SUMMARY

- A. This section of the specifications outlines the provisions of the contract work to be performed under this Division. Drawings and general provisions of the Contract, including General Requirements Division 1 Specification Sections, apply to this section. This section applies to and forms a part of each section of the specifications in Division 26.
- B. The drawings and specifications do not specify exact installation means and methods or Contractor safety procedures. Installation means and methods and safety procedures are, and shall remain, the responsibility of the Contractor. No instruction or statement made on the drawings, specifications, future addenda, or change orders shall be interpreted to shift this responsibility away from the Contractor.
- C. These specifications contain statements which are more definitive or more restrictive than those contained in the General Conditions. Where these statements occur, they shall take precedence over the General Conditions. Where the word "provide" or "provision" is used, it shall be definitely interpreted as "furnishing and installing complete in operating condition." Where the words "as indicated" or "as shown" are used, they shall mean "as shown on contract drawings." Where items are specified in the singular, this Division shall provide the quantity as shown on the drawings, plus any spares or extras mentioned on drawings or in specifications. All specified and supplied equipment shall be new.

1.2 DEFINITIONS

- A. Concealed: Hidden from sight, as in trenches, chases, hollow construction, above furred spaces, suspended ceilings (acoustical or plastic type), or exposed to view only in tunnels, attics, shafts, crawl spaces, unfinished spaces, or other areas solely for maintenance and repair.
- B. Exposed: Not concealed.
- C. Unfinished Space: A room or space that is ordinarily accessible only to building maintenance personnel, a room noted on the "Finish Schedule" with exposed and unpainted construction for walls, floor or ceilings, or specifically mentioned as "unfinished."
- D. Finished Spaces: Any space ordinarily visible to the visiting public, including exterior areas.

1.3 EXAMINATION OF PREMISES

- A. Examine the construction drawings and premises prior to bidding. No allowances will be made for not being knowledgeable of existing conditions.

1.4 ELECTRICAL CONTRACTOR

- A. The Electrical Contractor shall be licensed in the state in which the project is being constructed. Such license shall be current and valid for a minimum of two contiguous previous years as an electrical contractor.

1.5 CODES, PERMITS AND FEES

- A. Comply with all applicable laws, ordinances, rules, regulations, codes or rulings of governmental units having jurisdiction, as well as standards of the National Fire Protection Association and serving utility requirements.
- B. Obtain and pay for permits, fees, inspections, and the like associated with work in each section of this Division.
- C. Installation procedures, methods, and conditions shall comply with the latest requirements of the Federal Occupational Safety and Health Act (OSHA).

1.6 STANDARDS

- A. The following standard publications of the latest editions and supplements thereto shall form a part of these specifications. All electrical work shall, at a minimum, be in accordance with the applicable sections of these standards.

National Fire Protection Association Standards (NFPA).

Underwriters' Laboratories, Inc. (UL).

Certified Ballast Manufacturers Association (CBM).

National Electrical Manufacturers Association (NEMA).

Institute of Electrical and Electronic Engineers (IEEE).

American Society for Testing and Materials (ASTM).

National Board of Fire Underwriters (NBFU).

National Board of Standards (NBS).

American National Standards Institute (ANSI).

National Electrical Testing Association (NETA).

Insulated Power Cable Engineers Association (IPCEA).

Electrical Testing Laboratories (ETL).

Local Building Codes.

1.7 DRAWINGS AND SPECIFICATIONS

- A. Refer to Division 1 for additional information on submittals and shop drawings.
- B. If a conflict exists on the drawings or between the drawings and specifications, promptly notify the Engineer.

1.8 REQUEST FOR INFORMATION

- A. Request for Information:
 - 1. A request for information is a document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as an RFI.
 - 2. A properly prepared RFI shall include a detailed written statement that indicates the specific drawings or specification in need of clarification and the nature of the clarification requested.
 - a. Drawings shall be identified by drawing number and location on the drawing sheet.
 - b. Specifications shall be identified by section number, page and paragraph.

1.9 ALTERNATE MATERIALS AND EQUIPMENT

- A. Refer to Division 1 for description of alternate material and equipment.
- B. Refer to Division 1 for substitution request requirements.

1.10 SHOP DRAWINGS

- A. Submit all shop drawings and data in accordance with Division 1, and at one time for all equipment provided under this Division. The complete electrical shop drawings shall all be bound in one hardcover, 3-ring binder indexed to this Division.
- B. Processed shop drawing submittals are not change orders. The purpose of shop drawing submittals by the Contractor is to demonstrate that the Contractor understands the design concept; he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use. If deviations, discrepancies, or conflicts between shop drawings and specifications are discovered, either prior to or after shop drawing submittals are processed, the design drawings and specifications shall control and shall be followed.

- C. Manufacturers' data and dimension sheets shall be submitted, giving all pertinent physical and engineering data including weights, cross-sections and maintenance instructions. Standard items of equipment such as lighting fixtures, boxes, conductors, etc., which are cataloged items, shall be listed by manufacturer.
- D. Index all submittals and reference to these specifications.

1.11 EQUIPMENT PURCHASES

- A. Arrange for purchase and delivery of all materials and equipment within 20 days after acceptance of submittal. All materials and equipment shall be ordered in ample quantities for delivery at the proper time. If items are not on the project in time to expedite completion, the Owner may purchase said equipment and materials and deduct the cost from the Contract Sum.
- B. Provide all materials of similar class or service by one manufacturer.

1.12 WORK AND MATERIALS

- A. All electrical materials and equipment shall be new and of the type and quality specified, and shall be listed by UL and bear their label where standards have been established, in compliance with the applicable standards of NEC (NFPA 70), NFPA, ANSI, IEEE, IPCEA and NEMA. Replace or repair any nonconforming, damaged, or defective items at no extra cost to the Owner.
- B. Perform all labor in a thorough and workmanlike manner, to the satisfaction of the Engineer. The Contractor shall staff the project with sufficient skilled workmen, including a fully qualified superintendent, to complete the work in the time allotted. The Superintendent shall be qualified to supervise all of the work of this Division.
- C. Materials provided under the contract for which the UL label is not normally available shall be mounted in separate enclosures and wired to the labeled units in an acceptable manner.

1.13 COOPERATIVE WORK

- A. Correct without charge any work requiring alteration due to lack of proper supervision or failure to make proper provision in time. Correct without charge any damage to adjacent work caused by the alteration.
- B. Cooperative work includes:
 - 1. General supervision and responsibility for proper location and size of work related to this Division, but provided under other sections of these specifications.

2. Installation of sleeves, inserts, and anchor bolts for work under each section in this Division.

1.14 CONSTRUCTION FACILITIES

- A. General: Under this section of the specifications, execute all work in a manner to provide safe and lawful ingress and egress to the Owner's establishment. Construction facilities shall be kept clear of materials or equipment as directed by the Engineer.
- B. From the beginning to completion, furnish and maintain all lawful and necessary guards, railings, fences, canopies, lights, warning signs, etc. Take all necessary precautions required by city and state laws and OSHA to avoid injury or damage to any persons and property.
- C. Temporary toilet facilities are specified and furnished under another section.

1.15 IDENTIFICATION OF EQUIPMENT

- A. All electrical equipment shall be labeled, tagged, stamped, or otherwise identified in accordance with the following schedule:
 1. In general, the installed nameplates as herein called for shall also clearly indicate the equipment's power source, area or equipment served, circuit identification, voltage, and any other useful data.
 2. Circuit breakers shall be identified by number and name with 3/4" x 1-1/2" laminated, black text on white micarta nameplates with 3/16" high letters, mounted adjacent to circuit breaker or switch.
 3. Miscellaneous electrical equipment, such as pull boxes, junction boxes, etc., shall be identified by the use of such equipment.
 4. Branch circuits shall be identified at each device with clear mar-resistant tape, panel and circuit number. Letters shall be no less than 1/8" high. Locate identification labels on the device plate. Mark each device directly with the circuit number. Indelible marker is acceptable for this marking.

1.16 EQUIPMENT LISTS AND MAINTENANCE MANUALS

- A. Prior to completion of the project, the Contractor shall compile a complete equipment list and maintenance manual. The equipment list shall include the following items for every piece of material and equipment supplied under this section of the specifications:
 1. Name, model and manufacturer.
 2. Complete parts drawings and list.
 3. Local supply for parts and replacement telephone number.

4. All tags, inspection slips, instruction packages, etc., removed from equipment as shipped from the factory, properly identified as to the piece of equipment it was taken from.

B. Maintenance manuals shall be furnished for each applicable section of the specifications, shall be suitably bound with hard covers, and shall include all available manufacturers' operation and maintenance instructions, together with as-built drawings and lists hereinbefore specified, and all other diagrams and instructions necessary to properly operate and maintain the equipment. The equipment lists and maintenance manuals shall be submitted in duplicate to the Engineer for acceptance in accordance with Division 1 requirements, but in no case less than 10 days prior to the completion of the job. The maintenance manuals shall also include the name, address and phone number of the General Contractor and all subcontractors involved in any of the work specified herein. The maintenance manuals shall be finally provided in four copies.

1.17 AS-BUILT DRAWINGS

A. Provide as-built drawings for all work under sections in Division 26, as required by Division 1.

1.18 GUARANTEE

A. Guarantee (in writing) all material, equipment and workmanship for all sections under this Division to be free from defects of material and workmanship for one year from date of final acceptance, as outlined in the General Conditions. Replace without charge any material or equipment proving defective during this period. The guarantee shall include performance of equipment under all conditions of load, installing any additional items of control and/or protective devices as required.

B. Additional equipment and/or system guarantee requirements are described in the equipment and/or system's respective section of this Division.

1.19 PATENTS

A. Refer to the General Conditions for Contractor's responsibilities regarding patents.

PART 2 PRODUCTS

2.1 FRAMING CHANNEL

A. The framing channel shall be a cold-rolled, high-quality, carbon steel channel with factory-applied, hot-dipped-after-fabrication finish. Utilize factory-built interconnecting components, mounting straps, connectors, etc., designed for use with the framing channel supplied. Channel nuts shall be spring type and shall utilize standard US threads. Provide heavy zinc paint for field touch-up. B-Line "B" series, Unistrut "P" series, or as accepted by the Engineer.

2.2 ANCHORS

- A. Anchors shall be expandable lead type, as manufactured by Ackerman-Johnson, Pierce, Diamond, Hilti, or as accepted by the Engineer.
- B. Adjustable concrete hanger inserts shall be as manufactured by Grinnell or as accepted by the Engineer.

PART 3 EXECUTION

3.1 VERIFICATION OF DIMENSIONS

- A. Scaled and figured dimensions are approximate only. Before proceeding with work, carefully check and verify dimensions, etc., from as-built and actual conditions, and be responsible for properly fitting equipment and materials together and to the structure in spaces provided.
- B. Drawings are essentially diagrammatic, and many offsets, bends, pull boxes, special fittings, and exact locations are not indicated. Carefully study drawings and premises in order to determine best methods, exact locations, routes, building obstructions, etc., and install apparatus and equipment in available locations. Install apparatus and equipment in a manner and locations to avoid obstructions, preserve headroom, and keep openings and passageways clear.

3.2 CUTTING AND PATCHING

- A. Cut existing work and patch as necessary to properly install new work. As the work progresses, leave necessary openings, holes, chases, etc., in their correct location. If the required openings, holes, chases, etc., are not in their correct location, make the necessary corrections at no cost to the Owner. Avoid excessive cutting and do not cut structural members without the consent of the Engineer.

3.3 CLOSING-IN OF UNINSPECTED WORK

- A. Cover no work until inspected, tested, and accepted. Where work is covered before inspection and test, it shall be uncovered, and when inspected, tested and accepted, shall be restored to its original proper condition.

3.4 ACCESSIBILITY

- A. Install all control devices or other specialties requiring reading, adjustment, inspection, repairs, removal, or replacement conveniently and accessibly throughout the project.
- B. All required access doors or panels in walls and ceilings are to be furnished and installed as part of the work under this Division.

- C. Provide doors that pierce a fire separation with the same fire rating as the separation.
- D. Coordinate work of the various sections, to locate specialties requiring accessibility with others, to avoid unnecessary duplication of access doors.

3.5 EQUIPMENT ROUGH-IN

- A. Rough-in all equipment, fixtures, etc., as designated on the drawings and as specified herein. The drawings indicate only the approximate location of rough-ins. The exact rough-in locations shall be determined from large-scale certified drawings. The Contractor shall obtain all certified rough-in information before progressing with any work for rough-in connections.
- B. Be responsible for providing all circuits and services of proper size at the required locations.
- C. Minor changes in the Contract Drawings shall be anticipated and provided for under this Division, to comply with rough-in drawings.

3.6 EQUIPMENT FINAL CONNECTIONS

- A. Provide all final connections for the following:
 - 1. All equipment furnished under this Division.
 - 2. Electrical equipment furnished under other sections of the specifications (except as otherwise designated).

3.7 EQUIPMENT SUPPORTS AND BASES

- A. Erection of Framing Channel Supports and Anchorages: Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment. Neatly fabricate and erect support work with sharp edges filed or ground off. Paint after fabrication with a heavy zinc paint per channel manufacturer's recommendations.
- B. Mounting of equipment that is of such size as to be freestanding and that equipment which cannot conveniently be located on walls, such as motor starters, etc., shall be rigidly supported on a framework of framing channel.
- C. Where supports, foundations, stands, or suspended platforms for equipment are indicated or specified, perform the following:
 - 1. Locate support members to avoid interference with conduit connections, access panels, or other maintenance operations.
 - 2. Submit shop drawing of support design. Include a sketch of support with appropriate number of views to clearly communicate design intentions.

1. For Branch Circuits (120V) 65 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 12. (16 amps)
 2. For Branch Circuits (120V) up to 110 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 10. (16 amps)
 3. For Branch Circuits (120V) up to 165 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 8. (16 amps)
 4. For Branch Circuits (120V) up to 255 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 6. (16 amps)
 5. For Branch Circuits (208V) 110 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 12. (16 amps)
 6. For Branch Circuits (208V) up to 185 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 10. (16 amps)
 7. For Branch Circuits (208V) up to 280 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 8. (16 amps)
 8. For Branch Circuits (208V) up to 440 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 6. (16 amps)
 9. For Branch Circuits (277V) 150 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 12. (16 amps)
 10. For Branch Circuits (277V) up to 250 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 10. (16 amps)
 11. For Branch Circuits (277V) up to 380 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 8. (16 amps)
 12. For Branch Circuits (277V) up to 590 Feet in Length from Branch Circuit Panel to Center of Load: Not smaller than No. 6. (16 amps)
- D. Verify location and mounting height of all wall mounted fixtures, switches, and other equipment before roughing in. See drawings for pertinent information. Refer questionable cases to the Engineer.
- E. Complete rough-in requirements of all equipment to be wired under the Contract are not indicated. Coordinate with respective trades furnishing equipment or with the Engineer, as the case may be, for complete and accurate requirements to result in a neat, workman-like installation.
- F. Provide proper size and type of feeds from proper sources for all such items indicated, checking drawings of all trades to ensure inclusion of all items.

3.11 CLEANUP

- A. In addition to the cleanup specified under other sections, thoroughly clean all parts of the equipment. Where exposed parts are to be painted, thoroughly clean off any spattered construction materials and remove all oil and grease spots. Wipe the surface carefully and scrape out all cracks and corners.
- B. Use steel brushes on exposed metal work to carefully remove rust, etc., and leave smooth and clean.
- C. During the progress of the work, keep the premises clean and free of debris.

3.12 PAINTING

- A. Paint all unfinished metal with one coat of rust-inhibiting primer. (Galvanized and factory-painted equipment shall be considered as having a sub-base finish.)
- B. Finished painting is specified under Division 09 - Finishes.

3.13 PROJECT CLOSEOUT

- A. Prior to completion of the project, compile a complete equipment maintenance manual for all equipment supplied under sections of this Division, as described in the "Equipment Lists and Maintenance Manuals" article of this section.
- B. In addition, furnish caps for all receptacles as described in this Division.

3.14 TESTING

- A. Upon completion of the electrical work, the entire installation shall be tested and demonstrated to be operating satisfactorily. Tests and documentation shall be in accordance with NETA Acceptance Testing Specifications for Electric Power Distribution Equipment and Systems.
- B. Tests, calibrations, and settings shall include the following:
 - 1. Wiring shall be tested for continuity, short circuits and/or accidental grounds. All systems shall be entirely free from grounds, short circuits, and any or all defects.
 - 2. Additional equipment-specific testing is described in the equipment's respective section of this Division.
- C. Furnish a written report of testing to the Engineer. At a minimum, the report shall include:
 - 1. Testing Contractor's letterhead
 - 2. Testing technician's name and signature.
 - 3. Date and time that test was performed.

4. Ambient temperature.
 5. Test equipment manufacturer, model number, and last calibration date.
 6. The manufacturer, model number, and, as applicable, trip unit model number and available adjustments of tested equipment.
 7. Statement of "As Left" conditions.
 8. Pass/Fail statement relative to NETA Chapter 10 recommendations.
 9. Recommendations if any.
- D. The Contractor shall submit the testing schedule to the Engineer two weeks prior to initiation of testing activity.
- E. The Contractor shall furnish the necessary instruments and labor required for testing, calibration, and implementation of engineered settings.
- F. Tests and adjustments shall be made prior to acceptance of the electrical installation by the Engineer, and a certificate of inspection and acceptance of the electrical installation shall be provided by local inspection authorities.
- G. Any equipment or wiring provided, which through testing proves to be defective or operating improperly, shall be corrected or replaced promptly, at no additional cost to the Owner.

END OF SECTION

SECTION 26 05 01

SCOPE OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The work under this Division includes furnishing all labor, material and equipment necessary for the installation and placing into operation of the electrical systems as indicated on the drawings.
- B. The work shall also include the completion of such minor details of electrical work not mentioned or shown which are necessary for the successful operation of all electrical systems described on the drawings or required by these specifications.

1.2 SCOPE

- A. The work includes, but is not necessarily limited to, furnishing and installing the following:
 - 1. Complete lighting systems, branch circuits, lighting fixtures, lamps, controls and accessories.
 - 2. Install controls for all equipment except as specified under automatic temperature control system.
 - 3. All equipment and materials specified in this Division.
 - 4. All other items and/or work indicated on the drawings.
 - 5. Equipment lists and maintenance manuals.

1.3 AS-BUILT DRAWINGS

- A. The Electrical Division shall maintain as-built drawings as specified in Division 1 requirements.
- B. Drawings shall show locations of all concealed and exposed conduit runs, giving the number and size of conduit and wire.
- C. Two sets of reproducible as-built drawings shall be delivered to the Engineer.
- D. See Division 1 for additional requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 26 05 02

TEMPORARY AND REMODELING WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Perform all temporary and remodeling work as shown on the drawings and described in the specifications including minor items of material or equipment necessary to meet the requirements and intent of the project.
- B. All temporary and remodeling work shall be considered a part of this contract and no extra charges will be allowed.
- C. Examine existing as-built architectural, mechanical, and electrical drawings and specifications to determine the sequence of construction throughout the project, including existing, temporary, remodeled and new areas.
- D. Where drawings indicate existing conditions, an attempt has been made to show electrical equipment, buildings, site details, etc., but accuracy cannot be guaranteed. Verify exact location of all conduits, outlets, etc. and all building and site details.
- E. Branch circuits shall be reused where practical and shall, in addition, be revised as required. Conceal all work where possible. Where exposed work is required in finished areas, consult with the Engineer.
- F. Existing electrical wiring intended to remain in use but which will be disturbed due to construction changes required by this contract shall be restored to operating condition, as required and/or directed. Where required, shown and/or directed, outlets and conduit runs shall be relocated. In some cases it may be necessary to extend conduits and pull in new wiring or install junction boxes and splice in new wiring, or replace old wiring with new.
- G. Outlets from which lighting fixtures, switches, and/or other electrical devices are removed and are not intended to be reused shall be removed or, if it is not possible to remove, place a blank cover on the outlet box. Where outlets, boxes, etc., are completely removed, the Contractor shall cut off conduits and remove wiring.
- H. Where conduits extending through floors are to be abandoned, the Contractor shall cut and cap or plug conduit, so that it will not protrude above the floor.
- I. Where existing conduit is to be abandoned, the conduit shall be removed if it is exposed, in a crawl space or in an accessible ceiling. Where it is impossible to remove the conduit, it shall be cut off and capped or plugged.

- J. The Contractor shall be held fully responsible for the proper restoration of all existing surfaces requiring patching, plastering, painting and/or other repair due to the installation of electrical work under the terms of this specification. Close all openings, repair all surfaces, etc., as required.
- K. The Contractor shall employ qualified and experienced workmen for this work. All restoration work shall be subject to the approval of the Architect and/or the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish and install wire and cable for branch circuits and feeders as specified herein and as shown on the drawings.

PART 2 PRODUCTS

2.1 WIRE AND CABLE

- A. All wire and cable shall be new, 600-volt insulated copper, of types specified below for different applications. All wire and cable shall bear the UL label and shall be brought to the project in unbroken packages. Wire and cable #4 AWG size and smaller shall be type THHN or THWN.
- B. Wire Pulling Lubricant: Richards "Gel Lube 7/5"; American Polywater A, C, G&J; Quelcor "Quelube"; American Colloid "Slip X-300"; Thomas/Jet Line "Slipry Loob"; Ideal "Wire Lube"; Mac "Wirepull"; Minerallac "Wire-Wax"; or Electro "Y-er Eas."
- C. Mineral insulated cable shall be AmerCable, M.I. Cable Company (MICC), or as accepted.
- D. Armor-clad (AC) and Metal Clad (MC) cable shall not be permitted to be used in this project.
- E. Fire Rated Cable Assemblies shall be Draka Cableteq "Lifeline RHW" 600-volt copper, or as accepted.

2.2 TERMINATIONS, SPLICES, AND JOINTS

- A. Terminations at Circuit Breakers and Switches:
 - 1. #10 and #8 AWG wire, locking tongue lug, Buchanan "Termend," or as accepted.
 - 2. #6 AWG and larger wire, round flange solderless lug, Burndy "Quick-Lug" type QDA, or as accepted.
- B. Fixture Connections: Pressure-type solderless connectors, Buchanan, Scotchlok, Wing Nut, or accepted equal.
- C. Wire Splices:

1. Joints in Wire:
 - a. #8 AWG and smaller wire, pressure-type solderless connectors, Buchanan, Scotchlok, Wing Nut, or as accepted.
 - b. #6 AWG and larger wire, irreversible compression type, Burndy, IlSCO, or as accepted.
2. Wire Taps: Solderless lug, solderless compression lug, each with Raychem Gtap, IlSCO GTA, or GTT with insulating cover, or as accepted.

2.3 APPLIED INSULATION

- A. Insulating materials shall be listed for the application. Voltage rating shall be equal to or greater than the factory-applied wire insulation. Raychem, 3M, IlSCO, or as accepted.

2.4 MARKERS AND TAGS

- A. Plastic Wire Markers: T&B or Brady.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Conductors for branch circuit lighting, receptacle, power and miscellaneous systems must be a minimum of #12 AWG. Wire indicated to be larger than #12 AWG shall be increased the entire length of the circuit.
- B. Wire and cable shall be pulled into conduits without strain, using an approved lubricant.
- C. In no case shall wire be re-pulled if same has been pulled out of a conduit run for any purpose.
- D. No conductors shall be pulled into conduit until conduit system is complete, including junction boxes, pull boxes, etc. Wire sized #14 through #10 AWG shall be solid; wire sized #8 AWG and larger shall be stranded.
- E. All connections to circuit breakers, switches, fixtures, and all joints in wires shall be made as noted below:
 1. Terminations at Circuit Breakers and Switches:
 - a. #12 AWG wire formed around binding post or screw.
 - b. #10 and #8 AWG wire, locking tongue lug.
 - c. #6 AWG and larger wire, round flange, solderless lug.

2. Fixture Connections: Circuit wiring connections to fixture wire shall be made with pressure-type solderless connectors.
 3. Joints in Wire:
 - a. #8 AWG and smaller wire, pressure-type solderless connectors.
 - b. #6 AWG and larger wire, irreversible compression type.
 4. Wire Taps: Solderless lug, solderless compression lug.
 5. Exterior Below Grade Joints in Wire: Solderless lug, solderless compression lug.
 6. Solderless connectors not used for grounding shall be insulated. Applied wire insulation voltage rating shall be equal to or greater than the factory-applied wire insulation. Insulate by one of the following methods:
 - a. One or more layers of rubber tape, equal in thickness to the conductor insulation, followed by two layers of electrical vinyl tape.
 - b. Pre-manufactured insulating caps.
 - c. Heat shrink insulating sleeve or tape. Shrink in accordance with the manufacturer's recommendations.
- F. Wire compression type sleeves or lugs shall be installed with the manufacturer's recommended tool, in accordance with their published instructions.

3.2 COLOR CODING AND MARKING

- A. All wiring throughout shall be color-coded as follows:

	<u>480 Volt System</u>	<u>208 Volt System</u>
A Phase	Brown	Black
B Phase	Orange	Red
C Phase	Yellow	Blue
Neutral*	Grey	White
Ground	Green	Green
Iso Ground		Green with yellow stripe

Where multiple neutrals are installed within the same raceway, each individual neutral shall be distinctly identified by one or more color stripes.

- B. All control wiring in a circuit shall be color-coded, each phase leg having a separate color, and with all segments of the control circuit, whether in apparatus or conduit, utilizing the same color-coding.
- C. Wiring must be color-coded throughout its entire length, except that feeders may have color-coded plastic tape at both ends and all accessible points.

- D. At all terminations of control wiring, the wiring shall have a numbered wire marker.

3.3 FIRE RATED CABLE ASSEMBLIES

- A. Fire rated cable assemblies shall be installed according to the listing requirements. Provide copy of listing requirements to local AHJ for inspection during construction.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING OF ELECTRICAL EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish and install grounding and grounding conductors as specified herein and as shown on the drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GROUNDING

- A. All equipment, enclosures, and conduit systems shall be grounded securely in accordance with pertinent sections of Article 250 of the NEC, as amended by any local codes. Conductors shall be copper. All electrically operated equipment shall be bonded to the grounded conduit system. All non-current carrying conductive surfaces that are likely to become energized and subject to personal contact shall be grounded by one or more of the methods detailed in NEC Article 250. All ground connections shall have clean contact surfaces. Install all grounding conductors in conduit and make connections readily accessible for inspection. Furnish and install grounding electrodes as described on the drawings.
- B. Grounding of metal raceways shall be assured by means of a continuous, stranded, copper grounding wire extended from the ground bus in the enclosure to the conduit grounding bushings.
- C. A separate insulated grounding conductor, sized per NEC 250.122, shall be installed in all electrical metallic tubing (EMT).

END OF SECTION

SECTION 26 05 33

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish and install conduit and fittings as shown on the drawings and as specified herein.

1.2 COORDINATION

- A. It shall be the responsibility of the Contractor to consult the other trades before installing conduit and boxes. Any conflict between the location of conduit and boxes, piping, ductwork, or structural steel supports shall be adjusted before installation. In general, large pipe mains, waste, drain, and steam lines which pitch, large air ducts, and all structural steel shall be given priority.
- B. Conduit size shall be such that the required number and sizes of wires can be easily pulled in and the Contractor shall be responsible for the selection of the conduit sizes. Conduit sizes shown on the drawings are minimum sizes in accordance with appropriate tables in the NEC. If, because of bends or elbows, a larger conduit size is required, the Contractor shall so furnish without further cost to the Owner.
- C. The Contractor shall be entirely responsible for the proper protection of this work from the other trades on the project. When conduit becomes bent, holes are punched through same, or outlets are moved after being roughed-in, the Contractor shall replace same, without additional cost to the Owner.

PART 2 PRODUCTS

2.1 GENERAL

- A. Conduit sizes for various numbers and sizes of wire shall be as required by the NEC Chapter 9, but shall not be smaller than 1/2" size except as otherwise noted.
- B. Each length of conduit shall be stamped with the name or trademark of the manufacturer and shall bear the UL label.
- C. All concrete inserts and pipe clamps shall be galvanized. All steel bolts, nuts, washers, and screw shall be galvanized or cadmium plated. Individual hangers, trapeze hangers, and rods shall be prime-coated.
- D. Calibrated pull string/measuring tape shall be Greenlee Part No. 435, or as accepted.

2.2 CONDUIT

- A. Electrical metallic tubing (EMT) shall be Allied Tube & Conduit, Republic Conduit, Western Tube & Conduit Corp., or as accepted.
- B. Liquid-tight flexible metallic conduit shall be Anaconda Sealtite Type UA, or as accepted.
- C. Conduit systems shall be color coded. Conduit shall be factory anodized in color as stated below. As an option, contractor may use natural colored conduit with painted markings every 5'-0". Where conduit system is painted all junction boxes shall be required to be painted to match system color. On junction boxes that are larger than 16" square, only the cover of the box need be painted.

<u>System</u>	<u>Conduit color</u>
Power – Normal	Natural
Power – Emergency NEC 700 & Standby NEC 701	Orange

2.3 FITTINGS

- A. Couplings and connectors for RGS or IMC conduit shall be steel or malleable iron, threaded, and rain- and concrete-tight. Couplings and connectors that are exposed, installed in hollow construction, or above ceilings shall be threaded, uncouple or compression type. Steel set-screw type or compression-type, steel, watertight fittings shall be used for EMT. Die-cast or pressure-cast EMT fittings shall not be allowed.
- B. Bushings and locknuts shall be malleable iron with sharp, clean-cut threads.
- C. Fittings shall be Appleton, Crouse-Hinds, Steel City, T & B, or as accepted.
- D. Expansion joint fittings on RGS or IMC conduit shall be Crouse-Hinds type XJ, or as accepted. Expansion joint fittings on PVC conduit shall be Carlon type E945, or as accepted.
- E. Entrance seals shall be O.Z. type FSK, or as accepted.

2.4 BOXES

- A. All boxes must conform to the provisions of Article 370 of the NEC. All boxes shall be of the proper size to accommodate the quantity of conductors enclosed in the box. Boxes shall not be less than 4" square and 1-1/2" deep unless otherwise noted.
- B. Generally, boxes shall be hot-dipped galvanized steel with knockouts. Where recessed, boxes shall have square cut corners. Outlet, switch, and gang size junction boxes on exterior surfaces or in damp locations shall be corrosion-resistant, cast malleable iron. Boxes shall have threaded hubs for rigid conduit and neoprene gaskets for their covers. Boxes shall be Appleton type FS or FD, Crouse-Hinds, or as accepted. Conduit bodies shall be corrosion-resistant, cast

malleable iron and shall have threaded hubs for rigid conduit and neoprene gaskets for their covers. Bodies shall be Appleton Unilets, Crouse-Hinds, or as accepted.

- C. Deep boxes shall be used in walls covered by wainscot acoustical wall panels or paneling and in walls of glazed tile, brick, or other masonry which will not be covered with plaster. The bottom of the box shall be located on the horizontal joint. Through-the-wall type boxes shall not be used unless specifically called for. All boxes shall be non-gangable. Boxes in concrete shall be of a type to allow the placing of conduit without displacing the reinforcing bars. All lighting fixture outlet boxes shall be equipped with the proper fittings to support and attach a light fixture.
- D. All light switch and similar outlets shall be provided with approved boxes, suitable for their function. Back boxes shall be furnished and installed as required for the equipment and/or systems under this contract.
- E. Pull and junction boxes shall be substantially-made code-gauge boxes with screw covers. Boxes shall be rigid under torsional and deflecting forces and shall be provided with angle-iron framing where required. Boxes shall be 4" square with a blank cover in unfinished areas and with a plaster ring and blank cover in finished areas, and shall be installed where required to pull cable or wire, but only in finished areas by approval of the Engineer. Boxes shall be rigidly attached to the structure, independent of any conduit support. Boxes shall have their covers accessible. Covers shall be fastened to boxes with machine screws to ensure continuous contact all around. Covers for surface-mounted boxes shall line up evenly with the edges of boxes. Covers for flush-mounted oversize boxes shall extend 3/4" past the box all around. Covers for 4" square and 4" ganged boxes shall extend 1/4" past the box all around.
- F. Outlets are only approximately located on the plans and great care must be used in the actual location of outlets by consulting the various detailed drawings. Outlets shall be flush with finished wall or ceiling. Trim, cases, or other fixtures shall have their boxes installed symmetrically on such trim or fixture. Refer to drawings for location and orientation of all outlet boxes.
- G. Furnish and install all plaster rings as may be required. Plaster rings shall be installed on all boxes where the boxes are recessed. Plaster rings shall be of a depth to reach the finished surface. Extension rings, where required, shall be installed so that the plaster ring is flush with the finished surface.
- H. Boxes with unused punched-out openings shall have the openings filled with factory-made knockout seals.
- I. Construct pull boxes and rack space for future conduits equal to 25% of present runs. Provide required barriers. Attach a plastic label to each pull box cover listing the feeder numbers enclosed within and the source of current. Identify each conduit at pull box termination with voltage and feeder number in red. Provide sufficient cable slack at terminations and in junction and pull boxes to

allow for cable contraction and for future splicing. Fireproof cable in pull boxes where more than one feeder is enclosed.

- J. Boxes shall be as manufactured by Steel City, Appleton, Raco, or as accepted.

PART 3 EXECUTION

3.1 CONDUIT

A. Applications:

1. Galvanized steel, flexible metallic conduit, in lengths not exceeding 6 feet, shall be used to connect fire alarm and wiring devices mounted in movable panels such as acoustical ceiling tiles, etc. Installation shall be such that considerable slack is realized. The conduit shall contain a separate grounding conductor. Connectors shall be steel or malleable iron.
2. All other conduit shall be electrical metallic tubing (EMT). A separate insulated grounding conductor, sized per NEC 250.122, shall be installed in all EMT.

- B. Conduit shall be continuous from outlet to outlet, cabinet or junction box, and shall be so arranged that wire may be pulled in with the minimum practical number of junction boxes.

- C. All conduit shall be concealed wherever possible. All conduit runs may be exposed in mechanical equipment rooms, electrical equipment rooms, and electrical closets, and where indicated on the drawings. No conduit shall be run exposed in finished areas without specific acceptance by the Engineer.

- D. Exposed conduit shall be run in straight lines at right angles to or parallel with walls, beams, or columns. In no case shall conduit be supported or fastened to other pipes or installed to prevent the ready removal of other pipe.

- E. Where possible, all conduit for wiring within stud or moveable partitions shall enter the partition from above.

- F. Provide sleeves and chases where conduit passes through floors or walls as part of the work of this section. Core drilling will only be permitted where accepted by the Engineer.

- G. Openings through fire-rated floors and fire walls through which conduit passes shall be sealed by fire stop material to seal off cold smoke and toxic fumes. Fire-seal material shall have an hourly fire rating equal to or higher than the fire rating of the floor or wall through which the cable or conduit passes. Material used shall conform to the Authority Having Jurisdiction requirements. Openings through smoke walls through which cable or conduit passes shall be sealed with non-shrink, non-combustible material approved by the Authority Having Jurisdiction to seal off cold smoke and toxic fumes.

- H. Conduit above lay-in grid-type ceilings shall be installed in such a manner that it does not interfere with the "lift-out" feature of the ceiling system.
- I. Conduit runs shall be installed to maintain the following minimum spacing wherever practical:
 - 1. Water and Waste Piping: Not less than 3".
 - 2. Steam and Condensate Lines: Not less than 12".
 - 3. Radiation and Reheat Lines: Not less than 6".
- J. Provide corrosion protection for metallic conduit under concrete or in earth. Provide half-lap wrap of polyethylene 20-mil tape, factory PVC coating, or as accepted. Where PVC coating is provided, joints must be sealed in accordance with the coating manufacturer's published instructions.
- K. PVC-coated rigid galvanized steel (PVC-RGS) joints must be sealed in accordance with the coating manufacturer's published instructions.
- L. Empty conduit shall be provided with a nylon pull string installed in each.
- M. Bending: Changes in direction shall be made by bends in the conduit wherever possible, and these bends shall be made smooth and even without flattening the pipe or flaking the finish. Bends shall be of as long a radius as possible, but in no case less than shown in NEC Table 346-10.
- N. Not more than four 90 degree bends will be allowed in one raceway run. Where more bends are necessary, a pull box shall be installed. All bends in 1" and smaller conduit shall be made with a conduit bender, and all larger conduit sizes shall have machine bends.
- O. The ends of all conduit shall be securely plugged, and all boxes temporarily covered to prevent foreign material from entering the conduit. All conduit shall be thoroughly swabbed out with a dry swab to remove moisture and debris before conductors are drawn into place.

3.2 FITTINGS

- A. Bushings and Locknuts: Where conduit enters boxes, panels, cabinets, etc., it shall be rigidly clamped to the box by locknuts on the outside and inside, and a bushing on the inside of the box. All conduit shall enter the box squarely.
- B. Provide insulated bushings per NEC Article 373-6(C) on all conduit. The use of insulated bushings does not exclude the use of double locknuts to fasten conduit to the box.

- C. Provide expansion fittings for all conduit where it crosses building expansion joints, or not to exceed 100 feet apart. Fittings shall be complete with bonding jumpers and clamps and shall be suitably bonded to conduit.
- D. Provide weatherproof fittings in exterior installations or as noted on the plans.

3.3 SUPPORTS

- A. All raceways that are not buried or embedded in concrete shall be supported by straps, clamps, or hangers to provide a rigid installation.
- B. Conduit shall be supported at intervals no greater than 8 feet, within 3 feet of any bend, and within 3 feet of every outlet, junction box, panel, etc. This shall apply to vertical runs as well as horizontal runs. Where conduit is run individually, it shall be supported by approved conduit straps or beam clamps. Straps shall be secured by means of toggle bolts on hollow masonry; expansion shields and machine screws or standard preset inserts on concrete or solid masonry; machine screws or bolts on metal surfaces; and wood screws on wood construction. No perforated straps or wire hangers of any kind will be permitted. Where individual conduits are suspended from the ceiling, or above ceiling, they shall be supported by hanger rods and hangers. Conduit installed exposed in damp locations shall be provided with clamp backs under each conduit clamp, to prevent accumulation of moisture around the conduit. Where a number of conduits are to be run exposed and parallel, one with another, they shall be grouped and supported by trapeze hangers. Hanger rods shall be fastened to structural steel members with suitable beam clamps or to concrete inserts set through the opening provided in the concrete inserts. Beams clamps shall be suitable for structural members and conditions. Rods shall be galvanized steel, 3/8" diameter minimum. Each conduit shall be clamped to the trapeze hanger with conduit clamps.

3.4 GENERAL

- A. Install all boxes parallel and perpendicular to the finished floor. Adjust all flush mounting positions so as to compensate for wall material thickness. Where devices occur in the same horizontal viewing plane, align devices.
- B. Where outlet boxes occur on opposite sides of a common wall, do not place back-to-back or use through-the-wall boxes, so as to limit sound transmission between rooms.
- C. Where fire-rated walls occur, all membrane penetrations shall comply with the International Building Code (IBC), Section 712.3.2 for walls/partitions, and Section 712.4.2 for floor-ceilings/roof-ceilings. Outlet boxes in rated walls shall be steel. Outlet boxes on opposite sides of a rated wall shall be separated by a minimum of 24 inches horizontally.
- D. Support all boxes independently of conduit, except cast type which may be supported by rigid steel conduit only. Secure flush-mount boxes to wall and

interior partition studs using stamped steel bridges as required to accurately position boxes. Secure ceiling-hung boxes to adjustable steel channel fasteners.

- E. All cabinets and boxes shall be secured by means of toggle bolts on hollow masonry; expansion shields and machine screws or standard precast inserts on concrete or solid masonry; machine screws or bolts on metal surfaces; and wood screws on wood construction. All wall- and ceiling-mounted outlet boxes shall be supported by bar supports extending from the studs or channels on either side of the box. Boxes mounted on drywall or plaster shall be secured to wall studs or adequate internal structure.
- F. Boxes with unused punched-out openings shall have the openings filled with factory-made knockout seals.
- G. Where emergency power and normal power are located in the same outlet box or a potential of 480 volts is present in a switch box, install partition barriers to separate the various systems.

END OF SECTION

SECTION 26 51 00

INTERIOR LIGHTING FIXTURES AND LAMPS

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish and install all interior lighting fixtures with lamps as specified and as shown on the drawings. Fixtures shall be complete including canopies, hangers, diffusers, ballasts, etc.

1.2 SHOP DRAWINGS

- A. Shop drawings shall be furnished for each fixture type. Catalog cuts illustrating conformance with specifications will be acceptable for standard units. Drawings shall indicate materials, assembly, finish, and dimensions.
- B. Photometric data shall be furnished for all fixtures listed on the lighting fixture schedule, and shall include the following:
 - 1. A computer-generated printout for interior spaces where fluorescent linear direct, indirect, direct/indirect fixtures or as specifically noted on the drawings are specified. Obtain design data and generate a computer model for review by the Engineer. Provide horizontal footcandles at 1.5' x 1.5' grids, at an elevation provided by the Engineer.
 - 2. Lamp type used in photometric tests.
 - 3. Lamp candela curve with perpendicular and parallel sections.
- C. Lamp and Ballast Data Matrix shall include the following:
 - 1. Lamp type, wattage, dimensions, and color rendition for each type of lighting fixture.
 - 2. Ballast type, quantity per fixture, wattage/amperage, voltage, switching criteria, and dimensions for each type of lighting fixture. Clearly indicate ballast power factor and compliance to the specifications.

3. A sample matrix is provided for review:

LINEAR FLUORESCENT LAMPS				
Fixture Type	Lamp Type	Osram-Sylvania	GE	Philips
L1	31T8 U1-5/8	FB031/835	F31T8/SP35/U	FB32T8/TL835
L2	32T8	F032/835	F32T8/SPX35	F32/TL735
L3	54T5HO	FP54/835/HO	F54W/T5HO/835	F54T5/835/HO

BALLASTS				
Fixture Type	Lamp Type	Osram-Sylvania	GE	Magnetek
L1	2-31T8 U1-5/8"	QT2X32T8	ICN-2S54	B2321277RH-A
L2	2-32W T8	QT2X32T8	REL-2P32-SC	B2321277RH-A
L3	2-54T5HO(4')	QTP2X54T5HO	ICN-2S54	B254PUNV-D

PART 2 PRODUCTS

2.1 GENERAL

- A. All catalog numbers are given for manufacturer's identification and do not relieve the Contractor from responsibility of full conformance to all applicable written description requirements governing material and fabrication, either in the general or specific sections. Where conflicts occur, the most expensive option shall be enforced. Where catalog numbers are indicated as modified, no modification will be required if the standard unit fully conforms to descriptive requirements in the specifications and matches specified ceiling.
- B. All fixtures of the same type shall be of one manufacturer and of identical finish and appearance.
- C. All fixtures and component parts shall bear the UL label.
- D. All lamps installed within the same lighting fixture type shall be of the same manufacturer.
- E. All ballasts installed within the same lighting fixture type shall be of the same manufacturer.
- F. Clearly indicate any deviations to dimensions of specified fixture.

2.2 CONSTRUCTION

- A. All steel parts shall be phosphate treated in multi-stage power spray system for corrosion resistance and paint adhesion. Standard final finish shall be electrostatically applied, baked white enamel of not less than 87% reflectance on reflecting surfaces. Refer to the Lighting Fixture Schedule and/or the drawings for other finish types.
- B. Each recessed/flush-mounted fixture shall have a continuous light-seal gasket seated in such a manner as to prevent any light leakage through any portion or around any edge of the trim frame.
- C. Lenses/diffusers shall be framed in a hinged continuous assembly. Lens/diffuser frame latches shall be loaded or cam operated. Where noted on the drawings, provide tamper-resistant latches.
- D. All fixture sockets shall be securely fastened to the fixture body to prevent movement during relamping.
- E. For recessed fixtures, provide a through-wiring junction box set to the side, where it shall be accessible when the fixture reflector assembly is removed from the fixture housing. Connect the box to the fixture housing with flexible conduit. Clearly indicate when a fixture requires above-ceiling access.
- F. All recessed fixtures shall be provided with frames appropriate for the type of soffit/ceiling involved. No fixtures shall be submitted for review or ordered until the soffit/ceiling construction and mounting method have been verified by the Contractor.
- G. The finish of all lighting fixtures is subject to final approval by the Architect and Engineer. Furnish paint chips to the Architect and Engineer for selection for all non-standard finishes. Color selection shall be reviewed by the Architect prior to the review of submittals by the Engineer.
- H. All electrical requirements for fixtures shall be verified with the drawings, catalog number, and Lighting Fixture Schedule prior to ordering.
- I. The Contractor shall provide multi-level switching as indicated on the plans. The ballast-per-lamp quantities shall be determined by the switching criteria. It shall be an option to provide master/slave ballast configurations.
- J. Unless shown otherwise on the drawings, all three and four-lamp fluorescent lighting fixtures shall have the two outer lamps connected to one ballast and the one or two inner lamps connected to the other ballast. It shall be an option to provide master/slave ballast configurations.

2.3 BALLASTS

- A. Fluorescent ballasts shall be high power factor, electronic, Class P, with thermally actuated automatic reset protection.

- B. Linear fluorescent ballasts shall be programmed rapid start, UL listed (Class P). Ballasts shall have normal light output and maintain constant full light output of all super extended life programmed start lamps over operating ranges of 90V to 145V (120-volt ballasts) and 200V to 320V (277-volt ballasts). Input current total harmonic distortion (THD) content shall be below 10% THD. Ballasts shall have an average lamp current crest factor below 1.7. Ballast power factor shall be 0.97 minimum. Ballast case temperature shall not exceed 70°C. Operating frequency shall be 20 KHz or greater and shall operate without visible flicker. Ballasts shall not contain polychlorinated biphenyls (PCB's). Ballasts shall meet requirements of FCC 47CFR Rules and Regulations, Part 18, Class A. An audible noise rating of Class A shall be maintained. Ballast shall provide up to 100,000 switching cycles for use on occupancy sensors and building control systems. Ballast to provide dynamic end-of-life sensing with auto-reset feature when lamps are changed. Ballasts shall have internal electrical protection to prevent catastrophic failure. Ballasts shall be as manufactured by Advance, Magnetek, Osram/Sylvania, or as prior approved.
- C. Compact fluorescent ballasts (T5, T4 and T2) shall be UL listed (Class A). Ballasts shall have normal light output and maintain constant full light output of all lamp wattages over operating ranges of 90V to 145V (120-volt ballasts) and 200V to 300V (277-volt ballasts). Ballasts for lamps of T5, T4 and T2 diameter shall contain dynamic end-of-lamp-life sensing circuitry to protect against overheated bases and sockets. Input current total harmonic distortion (THD) content shall be below 10% THD. Ballasts shall have an average lamp current crest factor below 1.7. Lamp starting shall be capable at 0°F (-17.7°C) at exterior and/or cold temperature locations. Ballast case temperature shall not exceed 70°C. Operating frequency shall be 20 KHz or greater and shall operate without visible flicker. Ballast power factor shall be 0.98 minimum. Ballasts shall not contain polychlorinated biphenyls (PCB's). Electronic ballasts shall meet requirements of FCC 47CFR Rules and Regulations, Part 18C, and ANSI C.82-11. An audible noise rating of Class A shall be maintained. Ballasts shall have circuitry to protect against overheated lamp bases and sockets and have an auto-reset feature when lamps are changed. Ballasts shall be as manufactured by Advance, Lutron, Magnetek, Osram/Sylvania, or as prior approved.
- D. High output linear fluorescent ballasts shall be programmed rapid start, UL listed (Class P). Ballasts shall have normal light output and maintain constant full light output of all rapid start lamps over operating ranges of 90V to 145V (120-volt ballasts) and 200V to 320V (277-volt ballasts). Input current total harmonic distortion (THD) content shall be below 10% THD. Ballasts shall have an average lamp current crest factor below 1.7. Ballast power factor shall be 0.97 minimum. Ballast case temperature shall not exceed 70°C. Operating frequency shall be 20 KHz or greater and shall operate without visible flicker. Ballasts shall not contain polychlorinated biphenyls (PCB's). Ballasts shall meet requirements of FCC 47CFR Rules and Regulations, Part 18, Class A. An audible noise rating of Class A shall be maintained. Ballasts shall be as manufactured by Advance, Magnetek, Osram/Sylvania, or as prior approved. Ballasts shall have internal electrical protection to prevent catastrophic failure.

- E. Ballasts shall be CBM certified and bear the UL label. Fluorescent ballasts shall have a sound rating of "A".
- F. The Contractor shall be responsible for the replacement of all ballasts due to excessive noise or failure for one year after final acceptance.

2.4 LENSES / DIFFUSERS / LOUVERS / REFLECTORS

- A. Lenses/diffusers shall be furnished as indicated on the drawings.
- B. Lenses/diffusers shall be 100% virgin acrylic with a minimum thickness of 5/32" (.156"), pattern A19, unless noted otherwise on the drawings.
- C. No lens/diffuser shall be manufactured with polystyrene, copolymer (mixture of polystyrene and acrylic), or reclaimed or recycled acrylic plastic.
- D. All parabolic louvers and open reflectors shall be shipped with a protective plastic covering or coating. The protective covering shall not be removed until all construction is complete and final fixture assembly is complete. The Contractor shall be responsible for cleaning all louver assemblies; in particular, removing all smudges, fingerprints, dust particles, etc.
- E. All reflector or louver striations deemed unacceptable by the Engineer shall be replaced prior to project closeout.
- F. Align lenses/diffusers/louvers/reflectors for all fixtures in a like manner, unless noted otherwise.
- G. Clean luminaire reflector systems, lenses, and enclosures after all construction dust has been removed from the area.

2.5 SUPPORT

- A. Surface or pendant-mounted fixtures shall be supported as follows:
 - 1. From the outlet box by means of a metal strap, where its weight is less than 5 pounds.
 - 2. From its outlet box by means of a hickey or other threaded connection, where its weight is from 5 to 50 pounds.
- B. Lighting fixtures shall be supported independently of the ceiling system or additional ceiling suspension must be added to support the weight of the lighting fixtures. It is the responsibility of the Electrical Contractor to coordinate all support requirements with the ceiling system installer. Recessed lighting fixtures supported from ceiling grid tee systems shall be furnished with hold-down clips in conformance with NEC 410-16(c).

- C. Furnish and install supplementary blocking and support as required to support fixtures from structural members. This blocking may include multiple members and shall be coordinated with the Structural Engineer prior to rough-in.
- D. Suspended fixtures shall be stem-mounted and shall be free to swing 20 degrees in any direction. Ceiling swivels shall be of the ball aligner type.
- E. All supports, where not concealed, shall be painted. Coordinate paint requirements with the Architect.

2.6 LAMPS

- A. Fluorescent, and line voltage incandescent lamps shall be manufactured by Osram/Sylvania, Philips, Venture, or General Electric.
- B. Low voltage incandescent lamps shall be manufactured by Osram/Sylvania, Philips, OSHIO, or General Electric.
- C. Fluorescent lamp color temperatures shall be 3,500K as indicated on the drawings (General Electric sample Catalog Number #F32T8/PS/SPX35/SXL/ECO). SPX35 shall have a minimum C.R.I. of 82. Compact fluorescent lamps T-4, T-5, and 2-D through all color temperatures shall have a minimum C.R.I. of 82. Rated lamp life in PS mode at 12 hours per start shall be 46,000 hours.
- D. All energy-saving ballasts and lamps shall be compatible; refer to the ballast requirements of this section.
- E. All lamps shall be seasoned for a continuous 100 hours. This shall be a full brightness burn-in, prior to project completion. Document burn-in by area per plans, indicating times and dates. Provide this documentation as a part of the Operation & Maintenance Manuals for review. Do not dim any fixture prior to burn-in completion.
- F. Lamps that fail during the initial 12 month warranty period will be replaced and installed at no cost to the Owner. Lamps that fail during the second 12 months will be replaced, but not installed by the manufacturer.

PART 3 EXECUTION

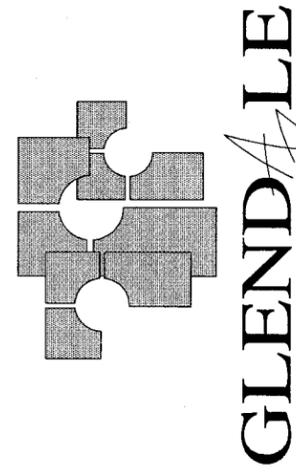
3.1 LIGHTING FIXTURE OPERATION

- A. Test for proper operation of all lighting fixtures, including control requirements for each. This may include local switching, low voltage switching and/or dimming requirements.

END OF SECTION

CITY OF GLENDALE

GLENDALE, ARIZONA



091004
Brown & 59th Avenue
Main Library Lighting Improvements
5959 W. Brown

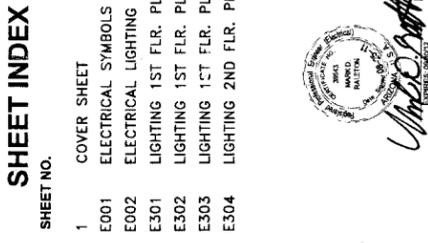
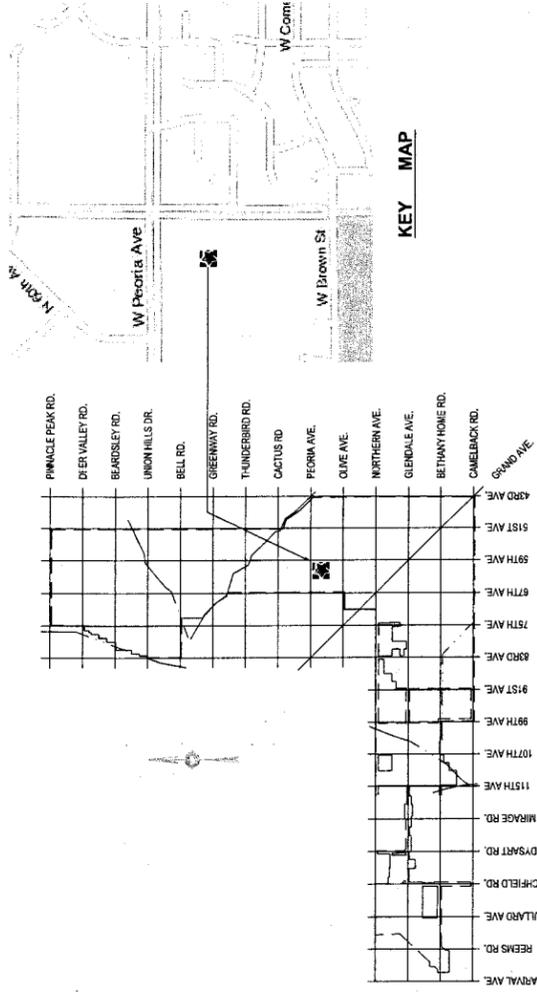
MAYOR
 ELAINE M. SCRUGGS

CITY COUNCIL
 JOYCE V. CLARK
 STEVEN E. FRATE
 NORMA ALVAREZ
 YVONNE J. KNAACK
 H. PHILIP LIEBERMAN
 MANUEL D. MARTINEZ

CITY MANAGER
 ED BEASLEY

CITY CLERK
 PAMELA HANNA

CITY ATTORNEY
 CRAIG D. TINDALL



SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
E001	ELECTRICAL SYMBOLS AND NOTES
E002	ELECTRICAL LIGHTING FIXTURE SCHEDULE
E301	LIGHTING 1ST FLR. PLAN S.W.
E302	LIGHTING 1ST FLR. PLAN S.E.
E303	LIGHTING 1ST FLR. PLAN N.E.
E304	LIGHTING 2ND FLR. PLAN S.W.



RECORD DRAWING.
 I certify that the locations, elevations, depths and record drawing comments accurately reflect the existing field conditions and materials actually used during construction. This certification is based on periodic field observations and the contractors representations of the facilities as constructed.

PLANS ACCEPTANCE
 The City of Glendale accepts these plans for construction, as being in general compliance with plan preparation requirements of the City. Responsibility for the completeness and accuracy of the plans and related design resides with the Engineer and the Engineering Firm of Record.

REGISTRATION NO. _____ DATE _____
 CITY ENGINEER (SEAL)

REVISION NO. _____ DATE _____
 EXP. DATE _____
 REVD. BY: _____
 CONSTRUCTION ENGINEER

MARICOPA COUNTY DEPARTMENT
 OF ENVIRONMENTAL SERVICES

DATE _____

CITY OF GLENDALE
 ENGINEERING DEPARTMENT
 5850 W. GLENDALE AVE.
 GLENDALE, ARIZONA 85301 (623) 930-3630

091004
Brown & 59th Avenue
Main Library Lighting Improvements
5959 W. Brown

No.	Date	Description

Designed: MDR
 Drawn: SM
 Checked: MDR

No Scale

602 263 1100
 THE CITY OF GLENDALE
 MARICOPA COUNTY

SHT. 1 OF 1

REVISION DATE: N/A
 PLOTTING DATE: 06/23/11
 AUTOCAD: 18.0

LIGHTING KEYED NOTES (K)

- 1. ELECTRONIC BALLAST WITH 50% TOTAL HARMONIC DISTORTION (THD), REFER TO SPECIFICATION SECTION 28 51 00 FOR ADDITIONAL REQUIREMENTS.
- 2. PAINT AFTER FABRICATION REQUIRED.
- 3. MATCH EXISTING MOUNTING INSTALLATION.
- 4. REBUILT STYLE FIXTURE WITHOUT FRAME. VERIFY WORK REQUIRED BASED ON EXISTING CEILING SYSTEM. VERIFY EXISTING STAYS AND FINISHES WHERE LOCATED AT 1'-0" CEILING SYSTEM.

LIGHTING GENERAL NOTES

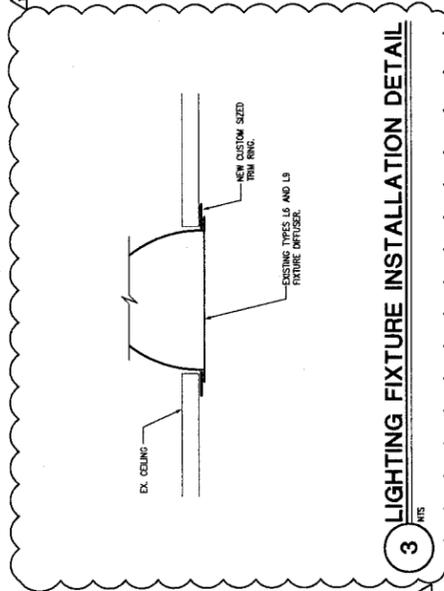
- (NOT ALL NOTES MAY BE USED)
1. NO BATTERY PACK BALLASTS (BBFS) ARE REQUIRED FOR THIS PROJECT. AN EXISTING EMERGENCY GENERATOR SYSTEM PROVIDES EMERGENCY LIGHTING. VERIFY THE INDICATED LOCATIONS OF THESE CONNECTION POINTS TO THE REPLACEMENT OF RETROFITTED LIGHTING FIXTURES ARE EXISTING.
 2. WHERE A COMBINATION OF SUFFIX IS INDICATED ON THE LIGHTING PLANS, EACH SUFFIX REPRESENTS A SEPARATE COMPONENT ITEM.
EXAMPLE: L1A = TYPE L1 WITH (1) 4'-0" UNIT REQUIRED.
SUFFIX A = 4'-0" UNIT LENGTH FOR FIXTURE ASSEMBLY.
SUFFIX B = 8'-0" UNIT LENGTH FOR FIXTURE ASSEMBLY.
 3. PRIOR APPROVED EQUAL MANUFACTURER'S HAVE BEEN INDICATED FOR GENERAL INFORMATION. THE SUBSTITUTION APPROVALS ARE BASED UPON REVIEW OF WORK ORDER BY THE SUBSTITUTION APPROVALS AND INTERPRETATION INTO THE RESPONSIBILITY FOR THE ITEMS PAK, ACCEPTANCE AND INTERPRETATION INTO THE WORK ORDER BY THE SUBSTITUTION APPROVALS. APPROVALS ARE SUBJECT TO REVIEW OF SUBJECT TO RECONSTRUCTION AS ADDITIONAL DATA BECOMES AVAILABLE FOR RENEW AND OBSERVATION DURING THE SUBMITTAL PROCESS.

LIGHTING FIXTURE SCHEDULE

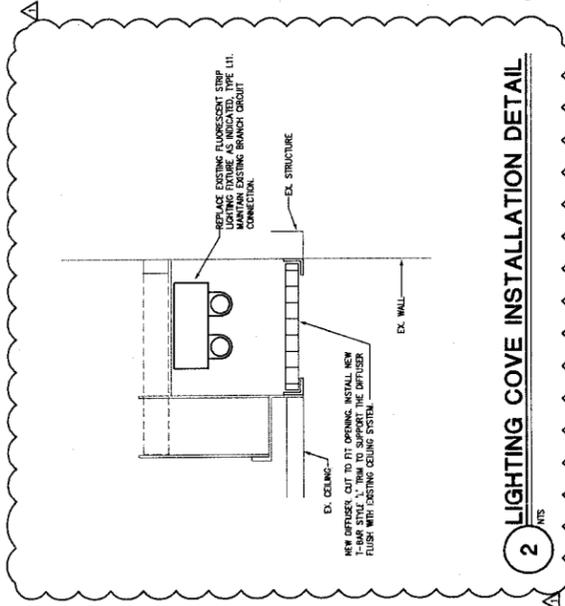
MARK	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMPS	VOLT PAGE	MOUNTING	REMARKS	PRIOR APPROVED EQUAL
L1A	NOT USED	-	-	-	-	-	-	-
L1A	NOT USED	-	-	-	-	-	-	-
L1B	NOT USED	-	-	-	-	-	-	-
L3	EXISTING FIXTURE	EX	EX	EX	277	SURFACE PENDANT	CONTROL REGION REQUIRED	EX
L4	NOT USED	-	-	-	-	-	-	-
L5	NOT USED	-	-	-	-	-	-	-
L6	EXISTING FIXTURE	EX	EX	EX	120	RECESSED CEILING	TRIM RING REQUIRED	EX
L7	OMEGA	OMF-1-H-391T-6S-1227-221	8" 4 DIAMETER VERTICAL FLUORESCENT OPEN DOWN LIGHT WITH CLEAR ALZAK REFLECTOR	(1) 35W/40V	277	RECESSED CEILING	SEE NOTE	LITHONIA, COOPER, PRESOLITE
L8	NOT USED	-	-	-	-	-	-	-
L9	EXISTING FIXTURE	EX	EX	EX	120V	RECESSED CEILING	TRIM RING REQUIRED	EX
L10	NOT USED	-	-	-	-	-	-	-
L11	LITHONIA	UN-2-32-4WVLT-CEB10PS	4" FLUORESCENT STRIP FIXTURE, WHITE, AND DAMP LABEL	(2) 32W/8PS 81/4/20	120/277	SURFACE	DAMP LOCATION REQUIRED	COLUMBIA, COOPER
X1	EXTRONIX	VEK-J-8P-4B-4H	NEW LED STRIP FIXTURE WITH WHITE BODY AND UNIVERSAL MOUNTING HARDWARE SINGLE FACE	FINISHED	120/277	SURFACE	PROVIDE BRINGS TO MATCH EXISTING LOCATIONS.	OWNER APPROVED EQUAL
X2	EXTRONIX	VEK-J-8P-4B-4H	NEW LED STRIP FIXTURE WITH WHITE BODY AND UNIVERSAL MOUNTING HARDWARE DOUBLE FACE	FINISHED	120/277	SURFACE	PROVIDE BRINGS TO MATCH EXISTING LOCATIONS.	OWNER APPROVED EQUAL

1 4

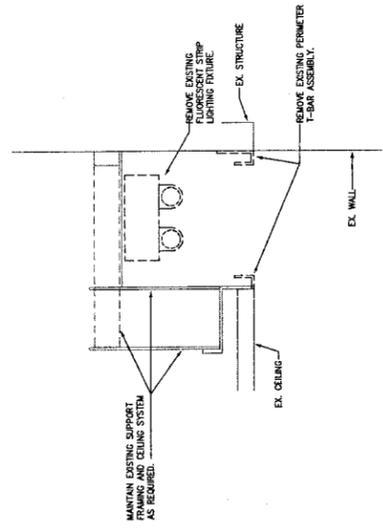
1 2 3



3 LIGHTING FIXTURE INSTALLATION DETAIL



2 LIGHTING COVE INSTALLATION DETAIL



1 LIGHTING COVE DEMOLITION DETAIL

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ELECTRICAL LIGHTING FIXTURE SCHEDULE
CITY OF GLENDALE
PROJECT LOCATION
6869 W. BROWN
GLENDALE, AZ 85302

DATE: 08/25/2011
JOB NO.: 2009-079.000
SHEET NO.: E002
3 OF 7

REV.	DATE	DESCRIPTION
BY	09/22/11	OWNER ADDITIONAL SCOPE OF WORK

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CITY OF GLENDALE
MAIN LIBRARY LIGHTING IMPROVEMENTS
 LIGHTING FIRST FLOOR PLAN S.W.
 PROJECT LOCATION
 6589 W. BROWN
 GLENDALE, AZ 85302

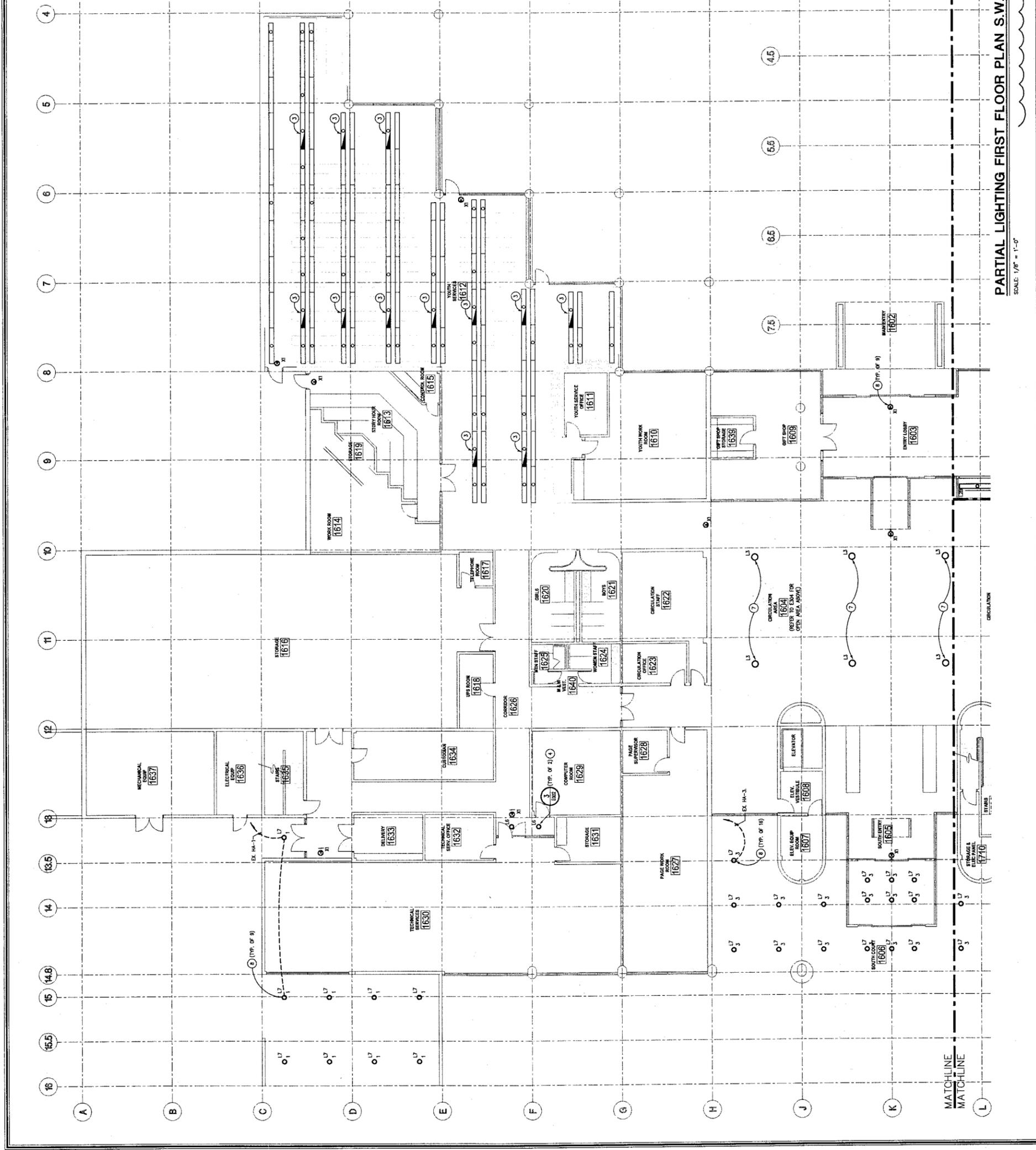
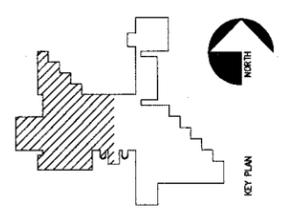
APPROVED FOR CONSTRUCTION

DATE: 09/25/2011
 DRAWN BY: MDR
 CHECKED BY: MDR
 DESIGNED BY: MDR

SHEET NO. **E301**
 OF 7

- KEYED NOTES (0)**
- REMOVE EXISTING FLUORESCENT STRIP LIGHTING FIXTURES. MAINTAIN EXISTING BRANCH CIRCUIT AND CONTROL.
 - REMOVE EXISTING FLUORESCENT STRIP LIGHTING FIXTURES. MAINTAIN EXISTING BRANCH CIRCUIT AND CONTROL.
 - REMOVE EXISTING DIMMER AND ACCESS EXISTING EMERGENCY AND NORMAL BRANCH CIRCUIT WIRING. PROVIDE SEPARATE OF EXISTING NORMAL CIRCUIT GROUND CONDUCTOR TO EXISTING EMERGENCY CIRCUIT GROUND CONDUCTOR. REPLACE EXISTING CENTER GROUND CONDUCTOR WITH SPECIFIC EXISTING WIRING SYSTEM.
 - CONNECT TO EXISTING EMERGENCY CIRCUIT SERVING AREA.
 - EXISTING EMERGENCY CIRCUIT JUNCTION BOX LOCATION. VERIFY ACCESS TO EMERGENCY BRANCH CIRCUIT.
 - REMOVE AND INSTALL RELAY/CONTACTOR TO CONTROL EXISTING DAY-LIGHTING SYSTEM. THE EXISTING SENSING RELAY CONTROLLING THE EXISTING DAY-LIGHTING SYSTEM IS LOCATED AT OR NEAR STRUCTURE ON THE SOUTH WALL, WEST WALL.
 - REMOVE EXISTING LIGHTING FIXTURE AND INSTALL NEW AS INDICATED.

- GENERAL NOTES:**
- ALL EXISTING TO BE REPLACED, RETROFITTED, AND NEW LIGHTING TO BE INSTALLED SHALL BE INSTALLED IN ACCORDANCE WITH THE EXISTING REMOVED COMPONENTS. ALL AFFECTED BRANCH CIRCUIT LOADS HAVE BEEN REDUCED.
 - EXISTING TO REMAIN BRANCH CIRCUITS ARE ONLY INDICATED BY THE EXISTING WIRING AND SHALL BE RECONNECTED TO THE REPLACEMENT ASSEMBLY AT ALL OTHER LOCATIONS. THE EXISTING BRANCH CIRCUITS SHALL BE RECONNECTED TO THE REPLACEMENT ASSEMBLY.
 - ALL EXISTING LIGHTING SWITCHING AND DIMMING CONTROLS SHALL REMAIN AS IS UNLESS SPECIFICALLY INDICATED TO BE MODIFIED. NEW LIGHTING FIXTURES OR ASSEMBLIES AS REQUIRED.
 - COMPLETELY CLEAN ALL COMPONENTS OF THE EXISTING FIXTURES INDICATED TO BE MODIFIED AS PART OF THIS PROJECT. THIS SHALL INCLUDE LENSES, REFLECTORS, HOUSINGS, ETC.



REV.	DATE	DESCRIPTION
1	08/25/11	OWNER ADDITIONAL SCOPE OF WORK

KEYED NOTES (0)

- NOT USED.
- NOT USED.
- REMOVE EXISTING PAST COVER AND ADDRESS EXISTING DEFICIENCY AND NORMAL BRANCH CIRCUIT WIRING. PROVIDE BONDING OF EXISTING NORMAL CIRCUIT GROUND CONDUCTOR TO EXISTING EMERGENCY CIRCUIT GROUND CONDUCTOR. REPLACE PAST COVER. COORDINATE NEW RING SIZE WITH SPECIFIC EXISTING RELOCATION STATUS.
- NOT USED.
- NOT USED.
- NOT USED.
- NOT USED.
- REMOVE EXISTING LIGHTING FIXTURE AND INSTALL NEW AS INDICATED.

GENERAL NOTES.

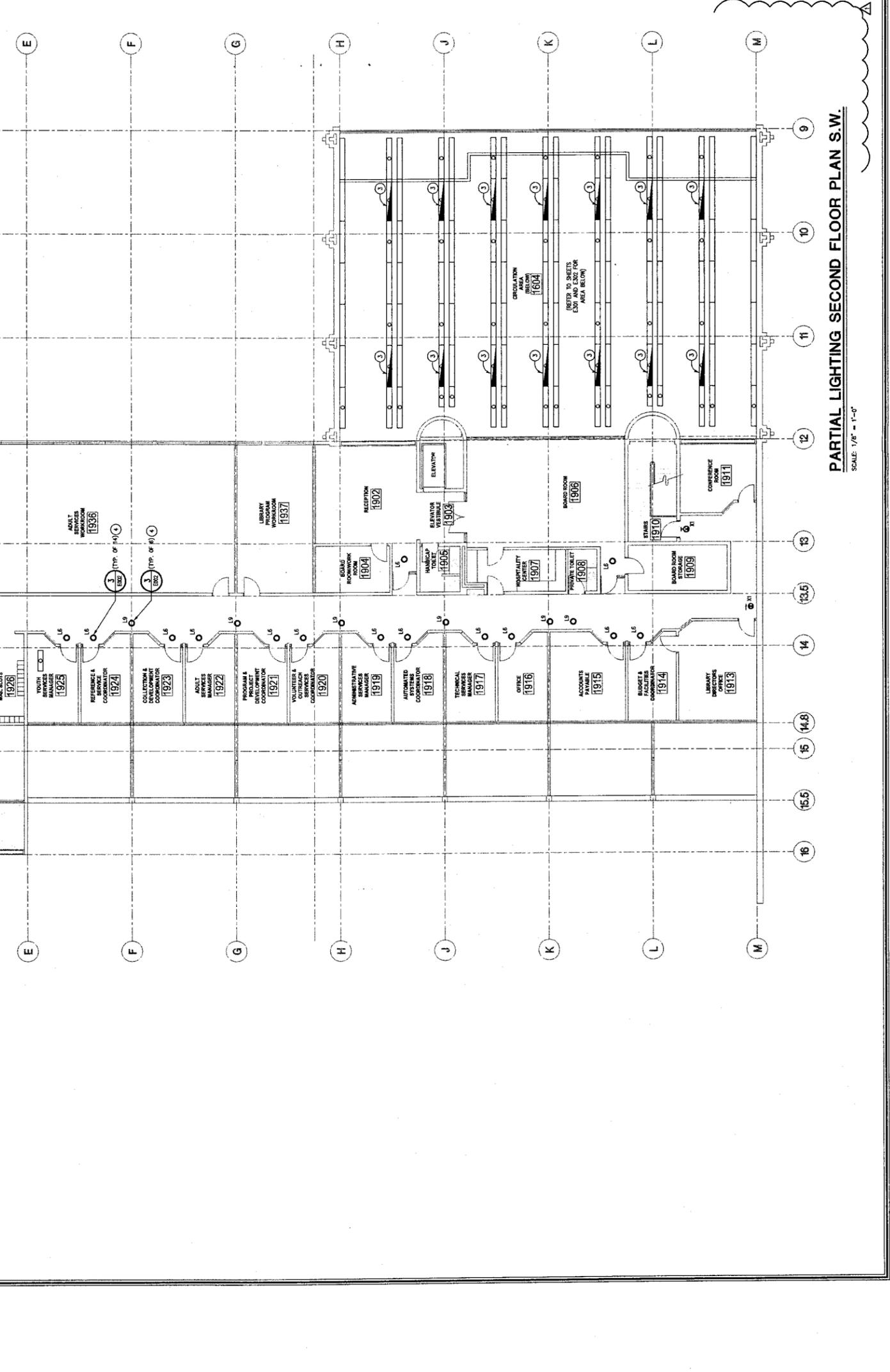
- ALL EXISTING TO BE REPLACED, REWIRING, AND NEW LIGHTING FIXTURES OR ASSEMBLIES CONTAIN A LOWER POWER LOAD THAN INDICATED. ALL AFFECTED BRANCH CIRCUITS SHALL BE REWIRING TO THE NEW BRANCH CIRCUIT. WHERE RECONFIGURATION OF THE EXISTING CIRCUITS IS REQUIRED, AT ALL OTHER LOCATIONS, THE EXISTING BRANCH CIRCUITS SHALL BE REWIRING TO THE NEW BRANCH CIRCUIT. ALL NEW BRANCH CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES. ALL NEW BRANCH CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES. ALL NEW BRANCH CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES. ALL NEW BRANCH CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES.
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- COMPLETELY CLEAN ALL COMPONENTS OF THE EXISTING FIXTURES AND ASSEMBLIES TO BE REPLACED, REWIRING, AND NEW LIGHTING FIXTURES OR ASSEMBLIES. ALL NEW BRANCH CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES. ALL NEW BRANCH CIRCUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES.
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CITY OF GLENDALE
MAIN LIBRARY LIGHTING IMPROVEMENTS
 LIGHTING SECOND FLOOR PLAN S.W.

PROJECT LOCATION
 8658 W. BROWN
 GLENDALE, AZ 86302

DATE: 08/25/2011
 DESIGNED BY: MRS
 CHECKED BY: MDR
 DRAWN BY: MDR
 SCALE: AS SHOWN
 SHEET NO. E304 OF 7
 SHEET NO. 1 OF 1
 NORTH



PARTIAL LIGHTING SECOND FLOOR PLAN S.W.
 SCALE: 1/8" = 1'-0"