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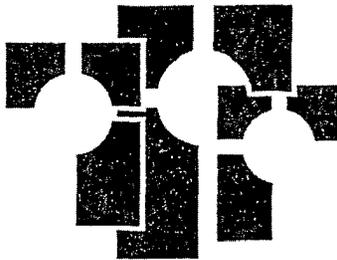
# PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

PROJECT NO. 131414

LAMAR HOUSING WATER HEATER DOOR REPLACEMENTS

MARCH 2014

FEDERALLY FUNDED PROJECT  
DAVIS-BACON ACT APPLIES



GLEND~~A~~LE



Expires: *Jan 30 2015*

CITY OF GLENDALE

ENGINEERING DEPARTMENT

5850 W. Glendale Avenue, Glendale, Arizona 85301 (623) 930-3630



Engineering Department

# Memorandum

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DATE: February 27, 2014  
TO: All Plan and Specification Holders  
FROM: Engineering  
SUBJECT: PROJECT NO. 131414 - LAMAR HOUSING WATER HEATER DOOR  
REPLACEMENTS

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## ADDENDUM NO. 1

In accordance with the contract documents "Information for Bidders," Page 4, Paragraph 12 CHANGES TO PLANS AND DOCUMENTS, the following revisions to the plans and specifications shall become a part of the contract documents and the bidder shall acknowledge receipt thereof as directed in Paragraph 13 of the Information for Bidders.

1. Please make the following change to the Notice to Contractors and Item 18 in the Information for Bidders:

A pre bid conference will be held on ~~March 10, 2014~~, **March 11, 2014** at 9:00a.m., at the Lamar Housing Complex, 6842 North 61st Avenue, 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.

**THIS ADDENDUM CONSISTS OF ONE (1) PAGE INCLUDING THE COVER PAGE**

# **PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS**

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TECHNICAL SPECIFICATIONS

**DAVIS BACON FEDERAL WAGE DECISIONS**  
**RESIDENTIAL**

General Decision Number: AZ140001 01/17/2014 AZ1

Superseded General Decision Number: AZ20130001

State: Arizona

Construction Type: Residential

County: Maricopa County in Arizona.

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

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014

BRAZ0003-007 07/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	4.13

-----  
ENGI0428-005 07/29/2013

	Rates	Fringes
OPERATOR: Grader/Blade.....	\$ 25.34	9.05

-----  
\* IRON0075-008 01/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.52	21.02

-----  
PLAS0394-006 07/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.84	8.57

-----  
SUAZ2011-001 07/28/2011

	Rates	Fringes
ALARM INSTALLER, Includes Wiring and Installation.....	\$ 13.91	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 18.16	0.00
DRYWALL HANGER.....	\$ 15.00	0.58
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms.....	\$ 15.45	0.01
FORM WORKER.....	\$ 14.37	0.00

GLAZIER.....	\$ 13.45	0.00
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.36	0.00
LABORER: Common or General.....	\$ 10.18	0.00
LABORER: Grade Checker.....	\$ 16.83	0.45
LABORER: Mason Tender - Brick...	\$ 12.77	0.00
LABORER: Mason Tender - Cement/Concrete/Stone.....	\$ 11.00	0.00
LABORER: Pipelayer.....	\$ 13.00	0.00
OPERATOR: Backhoe.....	\$ 18.29	0.00
OPERATOR: Excavator.....	\$ 24.67	0.00
OPERATOR: Forklift.....	\$ 16.17	0.00
OPERATOR: Loader (Front End)....	\$ 15.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.75	0.00
OPERATOR: Roller... ..	\$ 16.24	1.42
OPERATOR: Scraper.....	\$ 19.20	1.52
OPERATOR: Tractor.....	\$ 22.63	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.89	0.00
PLUMBER.....	\$ 20.14	4.08
ROOFER.....	\$ 13.67	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 17.73	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.02	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.50	0.00

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

=====

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) (i)).

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### 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

# **A Contractor's Guide to Davis-Bacon Wage Requirements & Certified Payroll Reports**

(As edited by the Arizona Department of Housing, CDBG Program, 2/98)

*(Prevailing Wage Requirements for Federal  
and Federally-assisted Construction Projects)*

March 1997

## INTRODUCTION

The purpose of this Guide is to explain in simple and non-bureaucratic terms exactly what is required of contractors and subcontractors working on construction projects covered by Federal Davis-Bacon prevailing wage and reporting requirements. HUD's Office of Labor Relations is providing this Guide as a service to assist you in better understanding your labor standards and compliance responsibilities. This Guide has been developed in consultation with the Department of Labor's Wage and Hour Division. **This guide has also been edited by the State of Arizona Department of Housing, CDBG Program, for applicability to the state's program requirements.**

There are three chapters in this Guide. The first chapter provides a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance as well as your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

This Guide is focused primarily on the requirements and responsibilities associated with HUD-assisted construction work subject to Davis-Bacon wage rates, but the guidance is also generally applicable to Davis-Bacon covered projects administered by other Federal agencies.

Not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we shall assume that a determination has already been made that Davis-Bacon wage rates are applicable.

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⌚ Look for these boxes throughout this Guide for time saving tips, cross references, and other helpful information.

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Visit the Office of Labor Relations on the World Wide Web HUD Home Page at <http://www.hud.gov/>

and

Arizona Department of Housing  
CDBG Program  
1700 West Washington Street  
Phoenix, AZ 85007  
Phone: 602/ 771-1000  
Fax: 602/ 771-1002  
Email: [joyj@housingaz.com](mailto:joyj@housingaz.com)

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LS-5, Statement of Compliance

The following paragraphs describe what the labor standards laws and regulations actually say and what it means to you on HUD projects

### 1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U S Department of Labor) to all laborers and mechanics on Federal construction projects in excess of \$2,000 Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works

b **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation) Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor

Ⓢ The CWHSSA does not apply to *contracts* of \$100,000 or less Even though CWHSSA overtime pay is not required Fair Labor Standards Act (FLSA) overtime pay is probably still applicable (See also Labor Relations Letter SL-95-01, *CWHSSA Coverage threshold for overtime and health and safety provisions* )

c **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to **kickback** any part of their wages The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs)

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates and overtime (O/T) requirements These requirements generally apply to any labor performed and may be **pre-empted** by other Federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions Only the DOL has the authority to administer and enforce FLSA HUD will refer to the DOL any possible FLSA violations that are found on HUD projects

1-2 **DAVIS-BACON REGULATIONS.** The Department of Labor has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7*** *Part 1* explains how the DOL establishes and publishes DBA wage determinations and provides instructions on how to use the determinations *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts Last, *Part 7* sets parameters for practice before the Wage Appeals Board (*renamed Administrative Review Board*) These regulations are used as the basis for administering and enforcing the laws

Ⓢ DOL Regulations are available on-line on the World Wide Web  
<http://www.dol.gov/dol/esa/public/regs/cfr/whdcfr.htm>

1-3 **CONSTRUCTION CONTRACT PROVISIONS.** Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a **The labor standards clauses.** The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects.

b **Davis-Bacon Wage Decisions.** The Davis-Bacon wage decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, for example, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

1-4 **RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR.** The principal contractor (also referred to as the ***prime or general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, questions to, or from, or about subcontractors should always be channeled through the prime contractor.

⌚ To make this Guide easier to understand, the term "***prime contractor***" will mean the principal contractor, "***subcontractor***" will mean all subcontractors including lower-tier subcontractors, and the term "***employer***" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.** The ***contract administrator(s)*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements and will likely be local grantee staff or under contract to the local government. We use this term to represent the person (or persons) who will provide labor standards preconstruction advice and support to you and other project principals (for example, the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see paragraph 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

⌚ All communications to or from the prime contractor concerning the labor standards applicable to a particular contract, or concerning compliance with those standards should go through the contract administrator.

**WHERE TO START?** Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

## SECTION I THE BASICS

2-1 **THE WAGE DECISION.** Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The **Davis-Bacon wage decision** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable **Davis-Bacon wage decision**.

⌚ Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See ¶1-3, *Construction Contract Provisions*.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to Employees* at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to Employees* poster is also available with Spanish text.

2-2 **ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.** What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an **additional classification and wage rate**. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications, you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here.

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
- 1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located)
  - 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
  - 3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate

b **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff ) If you are a subcontractor, your request should also go through the prime contractor All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification You may also need to describe the work that the new classification will perform

c **DOL review and decision.** The contract administrator will then send the request to the Department of Housing, CDBG Program The request is then forwarded the Department of Labor for approval The DOL will respond to Housing in writing about the additional classification and wage rate request Housing will notify the contract administrator of the DOL decision in writing If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question

2-3 **CERTIFIED PAYROLL REPORTS.** You'll need to submit a weekly certified payroll report beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final "

a **Payroll formats.** The easiest form to use is DOL's LS-4, *Payroll* A sample copy of the LS-4 is included in the back of this Guide Also, the contract administrator can provide a few copies of the LS-4 that you can reproduce.

ⓘ You are *not required* to use Payroll Form LS-4 You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the LS-4

b. **Payroll certifications.** The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct The payroll **certification** language is on the LS-5 **Statement of Compliance.** If you are using another type of payroll format you may attach the certification A copy of the LS-5 is included in the back of this Guide Copies of the LS-5 are also available from the contract administrator

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project (*See Tip Box, below, for "no work" payroll exemption!*) For example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project If you send a note, you *do not* need to send "no work" payrolls

ⓘ If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

⌚ An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.** Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you.

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work are covered "laborers" and "mechanics" for labor standards purposes.

2) **Exclusions.** People whose duties are primarily administrative, managerial or clerical are not laborers or mechanics. For example, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "*employed*" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform.

⌚ Labor Relations Letters and other helpful Labor relations publications are available at HUD's website (see *Introduction* at the beginning of this Guide)

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL, Bureau of Apprenticeship and Training (BAT) or with a BAT-recognized State Apprenticeship

Agency (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program

⌚ Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months 65%, 6 months - 1 year 70%, etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the BAT or SAC has certified that the person is eligible for probationary employment as an apprentice.

2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and that hasn't been BAT- or SAC-certified for probationary apprenticeship is *not* considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot be more than the ratio of apprentices or trainees to journeymen allowed in the approved program.

d **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits, which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless you provide bona fide fringe benefits* for your employees.

✍ **Note** that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide.

e. **Fringe benefits** include health insurance, retirement, life insurance, vacation and some contributions to training funds. Fringe benefits *do not* include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

f **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or nearby property used by a contractor or subcontractor in the construction of the project, like a fabrication site.

g **Overtime.** Overtime hours are defined as all hours worked on the site of the work in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

h **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" any of their earnings. Allowable deductions include employee obligations for income taxes, Social Security

payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

i. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. ***Remember***, the only people who can be paid less than the rate for their craft is apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one classification, you can pay the wage rates specified for each classification ***only*** if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the *highest* wage rate of all of the classifications of work performed.

## SECTION II REPORTING REQUIREMENTS

### 2-5 COMPLETING A PAYROLL REPORT. What information has to be reported on the payroll form?

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name**, **address** and **social security number**, his or her **work classification** (who is working for you and what do they do?), the **hours worked** during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn?), the amounts of any **deductions** for taxes, etc., and the **net amount paid** (how much should the paycheck be made out for?) No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

Ⓢ **FOR MOST CONTRACTORS, THE WEEKLY CERTIFIED PAYROLL IS ALL THE PAPERWORK THAT IS REQUIRED FOR A DAVIS-BACON PROJECT!**

a **Project and contractor/subcontractor information.** Each payroll should show the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b **Employee information.** The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c **Work Classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in an approved program. A copy of the portions of the approved program pertaining to the wage rates and ratios shall also accompany the first LS-4 on which the first apprentice or trainee appears.

2) **Split classifications.** For employees in split classifications, list the employees once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d **Hours Worked.** The payroll should show **ONLY** the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e **Rate of Pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

 Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be  $(\$10 \times 1\frac{1}{2}) + \$5 = \$20/\text{hour}$

f **Gross Wages Earned.** Show the gross amount of wages earned for work performed on this project *Note* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings

g **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee. A LS-15 signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears

⌚ Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h **Net Pay.** Show the net amount of wages paid

i **Statement of Compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (LS-4) or on form LS-5. Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. **Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit.** Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs, and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c)

j **Signature.** Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the President, Treasurer or Payroll Administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent

⌚ Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data

### SECTION III PAYROLL REVIEWS AND CORRECTIONS

2-6 **COMPLIANCE REVIEWS.** The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a **On-site Interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator, other local government, Department of Housing, HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form LS-9, *Employee Interview*.

b **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, apprentice and trainee certifications are submitted (where needed), employee authorizations for other deductions are submitted (where needed); etc.

2-7 **TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.** The following paragraphs describe common payroll errors and the corrective steps you must take.

a **Inadequate payroll information.** If the alternate payroll (such as a computer payroll) does not contain all of the information that would be on the optional form LS-4, the employer will be asked to resubmit the payrolls on an acceptable form.

b **Missing addresses and Social Security Numbers.** If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision *or* the employer may request an ***additional classification and wage rate*** (See paragraph 2-2). If reclassification results in underpayment (the wage rate paid on the payroll is less than the rate required for the new classification, the employer will be asked to pay ***wage restitution*** to all affected reclassified employees. (See paragraph 2-8 for instructions about wage restitution.)

e **Wage Rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classification reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee(s) registration or approved program ratio and wage schedule is not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not*

registered in an approved program must receive the journeyman's wage rate for the classification of work they performed

g **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur

1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project (overtime hours worked at other projects are not subject to CWHSSA) The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation Or,

2) If the project is **not** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the Labor Relations staff may refer the violations to the DOL for further review

h **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care Wage restitution may be required if underpayments resulted from the errors

i **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary

j **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the payroll form], the employer may be asked to submit corrected payrolls **and** will be required to pay wage restitution if underpayments occurred *However*, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary

k **Signature.** If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected

l **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 **RESTITUTION FOR UNDERPAYMENT OF WAGES.** Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions

a. **Notification to the prime contractor.** The contract administrator will notify the prime contractor in writing of any underpayments that are found during payroll or other reviews The notice will describe the underpayments and provide instructions for computing and documenting the restitution to be paid The prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor

b **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred The difference in the wage rates is called the *adjustment*

*rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due

c **Correction payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6, or a beginning date and ending date) The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due; deductions and the net amount to be paid A signed Statement of Compliance must be attached to the corrected payroll

d **Employee signature.** Each employee who has received restitution signs the correction payroll as evidence of their receipt of the payment

e. **Review of correction CPR.** The contractor administrator will review the correction payroll to ensure that full restitution was paid The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days

f **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located

In these cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located The contract administrator will continue to attempt to locate the unfound workers for 3 years after the completion of the project After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to Housing which shall send it to HUD

## CHAPTER 3      LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING AND DEPOSITS AND ESCROW ACCOUNTS

### WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 **INTRODUCTION.** Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion - a dispute - about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays.

3-2 **ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.** As mentioned in the Introduction, above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1) **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration on the decision on the additional classification request. The request for reconsideration should be made in writing and should thoroughly address the denial reasons identified by the DOL. Requests for reconsideration should be made through the contract administrator. (See ¶12-2(d), and also DOL Regulations 29 CFR 1.8.)

2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the **Administrative Review Board** (formerly, *Wage Appeals Board*). DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b **Findings of underpayment.** Compliance reviews and other investigations may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing should be made in writing and should explain what findings are in dispute and the reasons. The

request should be made through the contract administrator. The contract administrator will submit a report of the findings and the hearing request to the DOL for review and further consideration.

3-3 **WITHHOLDING.** The contract administrator may cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. Withholding is considered to be serious and is not taken unless warranted. Very often, the amount kept in retention is sufficient to cover any back wage liability so withholding from payments is not considered necessary. However, if withholding is deemed necessary, you will be notified in writing. Only the amounts necessary to meet the contractor's (and/or subcontractor's) liability shall be withheld.

Ⓢ Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See ¶1-4, *Responsibility of the Principal Contractor*, and ¶2-8(a), *Restitution for underpayment of wages*.

3-4 **DEPOSITS AND ESCROWS.** In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow the project to proceed to final closings and payments *provided* the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

a. Where the parties have agreed to amounts of wage restitution that are due *but* the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages. The deposit is equal to the amount of restitution due to workers lacking payment evidence. As proper documentation is received, amounts corresponding to the documentation is returned to the depositor. Amounts for any workers who can not be located are held in the escrow account for three years and disbursed as described in ¶2-8(f) of this Guide.

b. Where underpayments are suspected or alleged and an investigation has not yet been completed. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that is estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above. (See ¶2-8(f) and 3-4(a))

If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.

c. Where the parties are waiting for the outcome of an administrative hearing that has been or will be filed contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 **DEBARMENT.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (*debarred*) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contractor administrator or can be initiated by the DOL on its motion. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

## The Contract Work Hours and Safety Standards Act (CWHSSA)

- [Overview](#)
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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.***

# 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.*

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. 131414 - LAMAR HOUSING WATER HEATER DOOR REPLACEMENTS.** Provide labor and materials to remove existing and replace approx. twenty (20) hollow metal doors to the exterior water heater closets.

Bids must be received by the Engineering Department of the City of Glendale no later than 10:00a.m., March 13, 2014. Any bid received after that time will not be considered and will be returned to the bidder. At that time, the bids will be publicly opened and read aloud in the Engineering Department Conference Room, 5850 West Glendale Avenue, Glendale, Arizona.

A pre-bid conference will be held on March 10, 2014, at 9:00a.m., at the Lamar Housing Complex, 6842 North 61<sup>st</sup> Avenue, 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.

Plans, specifications and contract documents may be examined, and copies may be obtained at City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona. A non-refundable charge of \$10.00 shall be paid for each set of plans and specifications issued from this office.

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. Each bid shall be accompanied by a proposal guarantee, in the form of a certified or cashier's check or bid bond for ten percent (10%) of the amount of bid, made payable to the order of the City of Glendale, Arizona, to insure that the successful bidder will enter into the contract if awarded to him and submit the required Certificate of Insurance, Payment Bond and Performance Bond. All proposal guarantees, except those of the three lowest qualified bidders, will be returned immediately following the opening and checking of proposals. The proposal guarantees of the three lowest qualified bidders will be returned immediately after the contract documents have been executed by the successful bidder. The proposal guarantee shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into said contract or submit the Certificate of Insurance, Payment Bond and Performance Bond after being requested to do so by the City of Glendale, Arizona.

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. **BID SECURITY:** Each proposal shall be accompanied by a proposal guarantee in the form of a certified or cashier's check or bid bond, with a properly executed Power of Attorney attached, in an amount equal at least to ten percent (10%) of the proposal payable without condition to the City. If a bid bond is submitted with the bid it shall be issued by a company licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED. The company issuing the bid bond shall have a rating of not less than A- in the BEST rating available at the time this project was let to bid.** The proposal guarantee shall guarantee that the bidder, if awarded the contract, will, within ten (10) working days after the award, execute such contract in accordance with the proposal and in manner and form required by the contract documents, and will furnish good and sufficient bond for the faithful performance of the same, a payment bond and a certificate of insurance. The bid securities of the three (3) lowest bidders will be retained until the contract is awarded, or other disposition made thereof. The bid securities of all bidders, except the three (3) lowest, will be returned promptly after the canvass of bids. In the event the Contractor fails, within ten (10)

working days after the award, to execute said Contract and deliver the Performance and Labor and Material Payment Bonds and the Certificate of Insurance, the Bid Security shall become the property of the City.

4. 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.

5. 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.

6. 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

7. 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.

8. CONTRACT AND BONDS: The form of contract, which the successful bidder as Contractor will be required to execute and the forms of bonds which he shall 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 Performance and Labor and Material Payment Bonds will be executed in three (3) original counterparts. All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED. The company issuing any bond shall have a rating of not less than A- in the BEST rating available at the time this project was let to bid.**

9. INSURANCE REQUIREMENTS: Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed. 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. **Contracts in excess of \$250,000 shall require \$2,000,000 single occurrence/\$5,000,000 annual aggregate.**

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.

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. These limits may be met through a combination of primary and excess liability coverage.

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.

Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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.

10. 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.

11. 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.

12. 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 13 below.

13. 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.

14. 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 the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

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

16. 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 forty-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.

17. 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.

18. PRE-BID CONFERENCE: A pre-bid conference will be held on March 10, 2014, at 9:00a.m., at the Lamar Housing Complex, 6842 North 61st Avenue, 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.

19. 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."

20. 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.

21. 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.

22. 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, and 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.

23. 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\*\*\*

PROPOSAL

Place City of Glendale

Date 3/14/14

Proposal of McKenna Construction Corporation organized and existing under the laws of the State of Arizona. a partnership consisting of \_\_\_\_\_; or an individual trading as \_\_\_\_\_.

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 131414 - LAMAR HOUSING WATER HEATER DOOR REPLACEMENTS**, 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 Engineering Department, before evaluating the bids, and the lowest of such corrected and checked totals will determine the lowest bids.)

## BID SCHEDULE

**PROJECT NAME:** GLENDALE CITY HOUSING: LAMAR HOUSING COMPLEX - WATER HEATER DOORS REPLACEMENT

**PROJECT NO. #131414**

### BASE BID

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
1	HOLLOW METAL DOORS	12.00	LS	778.14	\$9,337.68
2	PAINTING	12.00	LS	231.23	\$2,774.76
3	INSTALL OWNER PROVIDED LOCKSETS	12.00	LS	177.47	\$2,129.64
4	OWNER'S CONTINGENCY	1	LS		\$3,600.00
<b>Base Bid Total:</b>					<b>\$17,842</b>

### ALTERNATE #1

1	HOLLOW METAL DOORS	8.00	LS	778.14	\$6,225.12
2	PAINTING	8.00	LS	\$231.23	\$1,849.84
3	INSTALL OWNER PROVIDED LOCKSETS	8.00	LS	\$177.47	\$1,419.76
<b>Alternate #1 Cost:</b>					<b>\$9,494.72</b>



## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and McKenna Contracting, LLC, an Arizona limited liability company, ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

### 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 within 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 \$27,336,722, 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 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 policy 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 8.1 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 8
- 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. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment

n 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

## 10. Notices.

10 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.

## 10 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

McKenna Contracting, LLC  
Attn. David McKenna  
5154 West Windrose Drive  
Glendale, Arizona 85304

- (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 Mike 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

- (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

11. **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

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 **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.

12.2 **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

12.3 **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

12.4 **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

12.5 **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

12.6 **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

12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **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.

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

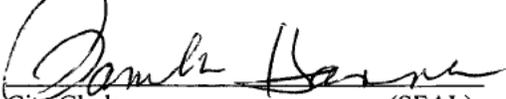
Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

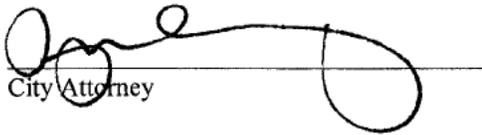
City of Glendale,  
an Arizona municipal corporation

  
By Stuart Kent  
Its Executive Director of Public Works

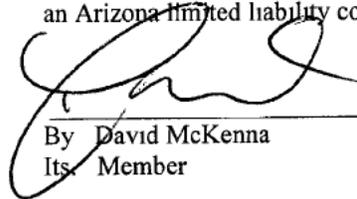
ATTEST

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

McKenna Contracting, LLC  
an Arizona limited liability company

  
By David McKenna  
Its Member

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

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

Provide labor and materials to remove existing and replace approx twenty (20) hollow metal doors to the exterior water heater closets

**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 \$27,336 72

**DETAILED PROJECT COMPENSATION**

Amount includes Base Bid and Alternate One as shown on Bid Schedule

**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.

ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract Amount)

PROJECT #  
131414

BOND NO 2137119

KNOW ALL MEN BY THESE PRESENTS

That, McKenna Contracting, LLC

after called Principal), as

Principal, and Old Republic Surety Company (hereinafter Surety), a corporation organized and

existing under the laws of the State of Wisconsin with its principal office in the City of Milwaukee Wholding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20,

Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Glendale

(hereinafter Obligee) in the amount of TWENTY-SEVEN THOUSAND THREE HUNDRED THIRTY-SIX & 72/100

Dollars (\$27,336 72 ), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 14 day of April, 2014, to construct and complete certain work described as

**131414 Lamar Housing Water Heater Door Replacements**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this above obligation is void Otherwise it remains in full force and effect

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

The prevailing party in suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court

Witness our hands this April 8, 2014

McKenna Contracting, LLC

Principal (Seal)

By \_\_\_\_\_

-

Old Republic Surety Company

Surety (Seal)

By Jean J. Spal

- (Attorney-in-Fact)

Agency of Record Southwest Bond Services, Inc  
9299 W Olive Ave Ste 109  
Peoria AZ 85345

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract Amount)

PROJECT #  
131414

BOND NO 2137119

KNOW ALL MEN BY THESE PRESENTS

That, McKenna Contracting, LLC (hereinafter called Principal), as

Principal, and Old Republic Surety Company (hereinafter Surety), a corporation organized and

existing under the laws of the State of Wisconsin with its principal office in the City of Milwaukee WI, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20,

Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Glendale

(hereinafter Obligee) in the amount of TWENTY-SEVEN THOUSAND THREE HUNDRED THIRTY-SIX & 72/100

Dollars (\$27,336.72), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 14 day of April, 2014, to construct and complete certain work described as

**131414 Lamar Housing Water Heater Door Replacements**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void Otherwise it remains in full force and effect

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

The prevailing party in suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court

Witness our hands this April 8, 2014

McKenna Contracting, LLC  
Principal (Seal)

By   
-

Old Republic Surety Company  
Surety (Seal)

By   
- (Attorney-in-Fact)

Agency of Record Southwest Bond Services, Inc  
9299 W Olive Ave Ste 109  
Peoria AZ 85345



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

JENNA L SPARKS, OF PEORIA, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed This document is not valid unless printed on colored background and is multi-colored This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982 This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 13TH day of MARCH, 2014

OLD REPUBLIC SURETY COMPANY

*Phyllis M Johnson*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 13TH day of MARCH, 2014, personally came before me, Alan Pavlic and Phyllis M Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation



*Kathryn R. Pearson*  
Notary Public  
My commission expires 9/28/2014

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force

(Expiration of notary commission does not invalidate this instrument)

50-5901

Signed and sealed at the City of Brookfield, WI this 8th day of April, 2014



*Jenna L Sparks*  
Assistant Secretary

SOUTHWEST BOND SERVICES INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

**IMPORTANT** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mohr & Associates, Inc. 706 E. Bell Rd. #100 Phoenix, AZ 85022	<b>CONTACT NAME</b> Mohr, David A <b>PHONE (A/C, No, Ext)</b> 602-482-5880 <b>E-MAIL ADDRESS</b> danielle@davemohragency.com <b>FAX (A/C, No)</b> 602-457-0555
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A</b> SECURA INSURANCE CO <b>INSURER B</b> <b>INSURER C</b> <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>
<b>INSURED</b> MCKENNA CONTRACTING LLC 5154 W WINDROSE DR GLENDALE, AZ 85304	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		TC3189375	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <small>Owned Private Pa</small> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <small>Owned n/used O/T P</small>			A3189376	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF GLENDALE ADDED AS ADDITIONAL INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF GLENDALE, ARIZONA ATTN ENGINEERING DEPT 5850 W GLENDALE AVE GLENDALE, AZ 85301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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CITY OF GLENDALE, ARIZONA  
PUBLIC WORKS/ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT  
REGARDING  
SETTLEMENT OF CLAIMS

**PROJECT 131414 - LAMAR HOUSING WATER HEATER DOOR REPLACEMENTS**

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, City of Glendale 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, Payment Bond, Performance Bond, 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 be available to the Engineer.

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 through the City's Water Services/Utilities Division at 930-2700. For details and current rates, please visit <http://www.glendaleaz.com/CrossConnection/firehydrantmeterprogram.cfm>.

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 Project:	Mr. Tim Rinn	602-236-8694
Salt River Project:	Ms. Mariann Ward	602-236-6389
Cox Communications:	Mr. Ron Pint	623-328-3529
Cox Communications:	Ms. Linda Facio	623-328-3500

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 shall follow City of Glendale Detail G-690.

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 property owner.

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 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 review and acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an acceptable program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been accepted 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 accepted 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 acceptance 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 accepted 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) 915-2861, 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.

33. WARRANTY: This project shall have a 2 year warranty. The warranty period shall begin upon final acceptance of the work by the City of Glendale.

\*\*\*END OF SUPPLEMENTAL GENERAL CONDITIONS\*\*\*

SPECIAL PROVISIONS

1. SCOPE OF WORK: Provide labor and materials to remove existing and replace approx. twenty (20) hollow metal doors to the exterior water heater closets.
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. 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.
4. 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.
5. 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.
6. 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
7. CONSTRUCTION SIGN: The project type to be indicated on the sign shall be 131414 - LAMAR HOUSING WATER HEATER DOOR REPLACEMENTS . See "Construction Sign Detail."
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 of \$3,600. 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 set at \$3,600 on the bid form, under line item ALLOWANCE FOR CONSTRUCTION CONTINGENCY.

\*\*\*END OF SPECIAL PROVISIONS\*\*\*

## SECTION 01 10 00 - SUMMARY

### PART 1 - GENERAL

#### 1.01 PROJECT INFORMATION

##### A Project Information:

1. Name: GLENDALE CITY HOUSING  
Lamar Housing Complex Water heater Doors Replacement
2. Location: 6842 N 61<sup>st</sup> Avenue, Glendale, AZ 85301

#### 1.02 PROJECT SCOPE OF WORK:

A Water Heater Doors Replacement in Residential Units Which includes, but is not limited to, the following:

B Provide all Work, related to the replacement in the Base Bid all Water Heater Room doors, "like for like", including repair of minor related demolition work to accommodate the new work. Provide all Architectural work as required for a fully complete and operational replacement project as defined in these Specifications, herein known as the Construction Documents:

##### C.

1. Water Heater Doors Replacement Scope of Work:
2. All Water Heater Room doors of all units shall be removed and replaced with the specified doors. The Manufacturers and Contractors will be approved by the City of Glendale (Owner). Samples of manufacturer's standard door construction shall be submitted for review. The doors shall be factory primed and finish painted on site, but adjacent areas which have been repaired shall also be painted. All painting shall match the existing paint in color and gloss level. Existing door frames shall be salvaged, identified and stored in good condition by the
3. Exterior Unit Water Heater Room doors of all the units shall be removed and replaced. The Manufacturers and Contractors will be approved by the City of Glendale (Owner). The Basis of Design doors are Therma-Tru heavy duty hollow metal flush doors with two (2) louvers each. Others may be submitted for prior approved equal review. The existing doors shall be removed without damaging the existing hollow metal frames and frame-stucco jambs and wood lintels. Lintel conditions are good visually. Contractor shall advise if any lintels are in bad condition or need replacement. New Water Heater Room doors shall have two integral, frameless louvers with inverted "Y" vanes, one near the top and one near the bottom. Louver size, matching existing, has been verified by the Building Safety Department at City of Glendale (Owner). Hardware for the doors: Lock sets shall be supplied by City of Glendale (Owner) and installed by the Contractor. For all doors, seal sets, thresholds, three (3) hinges with 4 screws each and non-removable pins, and any other items specified shall be supplied and installed by the Contractor. Painting shall include interior and exterior surfaces of the doors and frame touch-up and touch-up of adjacent areas which have been repaired. New hollow metal doors shall be primed prior to finish painting.

No light shall be allowed to be seen around the door edges after installation of the doors, weather-stripping and sweeps.

The manufacturer of the existing doors is unknown. The doors were installed over twenty years ago. Please provide the specified brand of doors.

4. General.

All work shall be done while the current tenants are occupying the homes. Construction work shall not start until after 8 00 a m Monday through Friday. Contractor shall write and adhere to a Safety Plan which will be reviewed for approval by the City of Glendale. The Safety Plan shall guarantee the safety of the tenants personally, and of the unit contents, as well as guarantee the units will not be physically damaged in any way. Remedy of safety issues and such damage shall be the sole responsibility of the Contractor. Hazardous material abatement will not be required by the Contractor. An Asbestos/Lead Paint Survey will be provided by the City of Glendale

The units currently have no security systems.

- D. Completion of Work Forty-five (45) calendar days
- E. Owner approval in writing must be obtained for all potential changes in Contract Amount or Contract Time or prior to commencement of the Work included in the potential changes.
- F. Base Bid work shall include that specified in this Project Manual and as required to produce a complete and functional Project.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Direct all communication to the Owner in writing
- B. Receive clarification from Architect and/or Owner in form of written Instructions.
- C. Submittal of Preliminary Project Schedule from Contractor is due within Ten (10) working days (two calendar weeks) following Notice to Proceed.
- D. Submit list of all required submittals by Specification number to Owner and Architect within Ten (10) working days from date of Notice to Proceed. Contractor shall check and verify that all submittals meet the requirements of the Specifications before placing Contractor's stamp on submittals and forwarding these submittals to the Architect's office
- E. Transmit and deliver all submittals to Architect's office and pick up submittals from the Glendale Engineering Office.
- F. Notify Owner, with minimum of 48 hours prior notice, for requested special observation other than regular visit
- G. Alert Owner with at least 48 hours prior notice regarding required special inspections, and other items for verification and inspection.

- H. The Contractor shall be responsible for the quality of all subcontractors, material and workmanship on this project. Responsibility to correct any inferior quality of work is borne by the Contractor, not by the Architect, City of Glendale (Owner) and/or City Inspector
- I. Prepare close-out materials and Punch Lists. Substantial Completion and Final Punch Lists shall be prepared by Architect. Architect and Owner will conduct Substantial Completion, Semi-Final and Final Inspections
- J. It is required that Contractor photograph, video tape, or otherwise document existing conditions prior to commencing Work
- K. Contractor shall install Owner provided locksets for this project.

#### 1.04 ARCHITECT'S RESPONSIBILITIES

- A. Review submittals (Shop Drawings).
  - 1. Allow Seven (7) working days (Monday through Friday) for review of any submittal for review solely by the Architect.
  - 2. For materials requiring color selection: Products will be reviewed by Architect immediately. Colors will be selected by Owner when all materials have been submitted and reviewed by the Architect
- B. Keep Owner informed. Contractor to keep Owner and Architect informed of any communication breakdowns.
  - 1. Provide clarification to Contractor and Owner.
  - 2. Visit Project Site periodically. Attend Progress Meetings when requested by Owner with Contractor and Owner.
  - 3. Observe Work for conformance with these Specifications and applicable codes.
- C. Conduct Substantial Completion, Semi-Final and Final Inspections. Distribute Punch List to Contractor and Owner.

#### 1.05 OWNER'S RESPONSIBILITIES

- A. Owner-Furnished – Locksets only for this Project
- B. Allow three (3) days for review of any submittals reviewed by Architect from Contractor. For materials requiring color selection: Colors will be selected by the Owner when all materials have been submitted and reviewed by the Architect.
- C. Conduct Substantial Completion, Semi-Final and Final Inspections with Architect and Contractor.

#### 1.06 DOCUMENTS

- A. Architect:
  - 1. Architect's Supplemental Instructions (ASI): No cost nor time implication
  - 2. Proposal Request (PR): May have cost and/or time implications. Do not proceed without Owner's written directions pertaining to subject Proposal Requests.

3. Reports:
  - a. Field Reports from Architect.
- B. Contractor:
  1. Issue Request for Information (RFI) whenever clarification of Document intent or conflict is required.
  2. Respond to Architect's ASI or PR Document: Document any change in cost or time to Contract.
  3. Change Orders: Provide breakdown of labor (hours) and materials (unit cost), include subcontractor quotes if applicable. Contractor shall provide Architect with complete breakdown for labor and material.
  4. Payment Application: 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 the Supplemental General Conditions. Upon approval of the pat estimate, the City will mail the check directly to the Contractor.
  5. Retention: Ten Percent (10%) will be held back until Project is Fifty Percent (50%) complete. If satisfactory progress is being made, Project Retention may be reduced to Five (5%).
  6. Record Drawings (used for no other purpose): To be maintained at field office by Contractor and reviewed by the Architect and Owner when reviewing the Pay Application. Maintain record changes as the Project progresses.
  7. Shop Drawings:
    - a. Material Substitution: Do not submit materials that have not been approved.
    - b. Submittal Procedure: Submit six (6) hard copies. Architect will retain two (2) copies of every submittal. Contractor shall submit copies of shop drawings and schedules for parts of work as specified herein and as required for the Work.
    - c. Shop Drawings shall have a cover sheet as approved by Architect to accompany all Shop Drawings and other submittals. Contractor shall review Shop Drawings to verify compliance with these Specifications and stamp each submittal prior to submission.
- C. Owner:
  1. Change Request Directive (CRD)
  2. Change Order (CO)

#### 1.07 SUBSTANTIAL/FINAL COMPLETION

- A. The Contractor shall give the Owner a written request to inspect for Substantial Completion (SC); and include a "Punch List" of items to be completed or corrected prior to Final Inspection.
- B. The Architect and/or Owner will set the time for SC inspection and so notify the Contractor within Seven (7) working days of receiving the Contractor's request.

- C. The Contractor shall deliver the following to the Owner in sufficient time, minimum of seven (7) working days for the Owner to review them prior to the SC inspection
1. Warranties
  2. Operating Manuals
  3. Project Record Drawings and Project Record Specifications
  4. Keying Transfers
  5. Required addresses and contact information
  6. Extra Materials (Maintenance stock)
  7. Note that As-Builts and Project Close-Out checklist are submitted just prior to Final Completion
- D. The Architect and/or Owner will conduct the SC inspection and issue the Contractor a "Final Punch List" of items not in accordance with the Contract
1. If Substantial Completion is not achieved, the Contractor shall promptly correct all non-conforming items and request another SC inspection, at no additional cost to the Owner.
  2. When the Architect and Owner determines that the Work is substantially complete, the Architect will prepare a Certificate of Substantial Completion. The Certificate of Substantial Completion shall describe and establish the responsibilities of the Contractor for security, maintenance, utilities, insurance and damage to the Work; and list any non-conforming items remaining
- E. When all requirements for SC are met, and the Contractor has satisfied the SC "Final Punch List" the Contractor shall:
1. Notify the Architect and Owner that the Work is ready for Final Inspection and Acceptance.
  2. Complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in the specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the City with a fully executed AIA Consent 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

#### 1 08 PROJECT SPECIFIC

- A. Project Meetings are to be held when required by the Owner. Time and day of week to be determined
- B. Contractor's Construction Area. Within the designated area, show on Construction Site Plan, prepared by the Contractor, location for the following:
1. Construction required fencing, if any
  2. Construction equipment, field office, storage areas, storage facilities.
  3. Parking for construction personnel and construction vehicles.
  4. Access to Site – Hours of Operation Contractor to verify Site access with Owner for off-hour work and work on Saturdays and Sundays; though due to the residential nature of the Site, access to work beyond normal working hours will be denied unless exceptional conditions reasons exist for the extension of the normal hours of operation.
- C. Temporary Utilities:

1. Use of Existing Utilities: Contractor to provide water, power, gas (LP) for heat, and telephone for construction use. Owner's existing utilities are not available for construction use and shall not be used for any construction purpose.
  2. Interruptions of Utilities: Provide minimum of 48 hours prior notification to Owner and Architect for any interruptions to Owner's existing utility services.
  3. Electrical utility company maintains energized aerial electrical power lines in immediate vicinity of this Project. Do not consider these lines as insulated. Construction personnel working near 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 danger and instructed to take adequate protective measures, including maintaining minimum of 10 feet clearance between these power lines and construction equipment and personnel. See OSHA Standard 1926.550(A) 15
- D. Sanitary Controls: Contractor shall provide portable toilet facilities and cool drinking water for the use of all construction personnel. Maintain in good working order and in sanitary condition.
- E. Provide waste dumpsters as required to meet Project requirements.
- F. Environmental Controls: Contractor shall clean Project Site daily. Comply with requirements of all regulatory agencies. Be aware of sensitivities of adjacent property Owners. Avoid noise, dust, debris, traffic which might be bothersome.
- G. Access to existing operating Glendale Housing buildings on the Site is limited to City of Glendale personnel and tenants only. Contractor and all construction personnel shall not enter or loiter around City of Glendale housing facilities.
1. City of Glendale tenants will occupy site and existing adjacent building(s) during entire construction period. Cooperate with Owner and City of Glendale tenants during construction operations to minimize conflicts and facilitate tenants' usage. Perform the Work so as not to interfere with tenants' day-to-day operations. Maintain existing required exits, no exceptions
- H. Protection of Life and Property: Contractor is responsible for construction processes and procedures.
- I. Deportment and Appearance of Personnel: Contractor shall be responsible for conduct of staff. The following items are forbidden on this Project Site:
1. Alcohol, in sealed or in open containers
  2. Radios or "boom boxes" or other music producing devices that can be heard by others.
  3. Tobacco. The entire Project is a smoke free area. No tobacco use in City buildings.
  4. Weapons.
  5. Inappropriate language
  6. Any violations will result in the immediate removal of the individuals involved.
- J. Make no comments to any public media. Only City of Glendale's Representative may communicate with public media.

- K. Demolished items when requested to be delivered to Owner and stored as directed. Protection of existing; note any items that are damaged, record condition prior to commencing Work.
- L. Contractor to locate all existing utilities prior to commencing Work.
- M. Project Close Out: Architect and/or Owner will conduct Substantial Completion inspection, Semi-Final inspection and Final Inspection. Retention will be paid at Final Completion. All training operations and Maintenance Manuals shall be submitted prior to Substantial Completion.
- N. Two (2)-Year Guarantee: Date of Substantial completion shall become the date of commencement of the Two (2)-Year Guarantee Period; provided, however, that those items of work specified as having longer guarantees or warranties shall be guaranteed or warranted for the period specified. A twenty-third (23<sup>rd</sup>) month warranty inspection will be conducted

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**End of Section 01 10 00**

## SECTION 08 11 13 - HOLLOW METAL DOORS

### PART 1 - GENERAL

#### 1 01 SUMMARY

- A Section Includes Standard hollow metal doors
- B Related Sections
  - 1 Section 08 71 11 "Door Hardware" for door hardware for the hollow metal doors
  - 2 Section 09 90 00 "Painting" for field painting hollow metal doors
- C Definitions
  - 1 Minimum Thickness Minimum thickness of base metal without coatings
  - 2 Standard Hollow Metal Work Hollow metal work fabricated according to ANSI/SDI A250 8

#### 1 02 ACTION SUBMITTALS

- A Product Data For each type of product indicated Include construction details, material descriptions, core descriptions, fire-resistance rating, and finishes
- B Shop Drawings Include the following
  - 1 Elevations of the doors
  - 2 Details of doors, including vertical and horizontal edge details, integral louver details and metal thicknesses
  - 3 Existing frame details for Water Heater Room frame types, including dimensioned profiles
  - 4 Locations of reinforcement and preparations for hardware
  - 5 Details of each different wall opening condition
  - 6 Details of anchorages, joints, field splices, and connections, if any repairs are necessary
  - 7 Details of accessories
- C Other Action Submittals Provide schedule of hollow metal work prepared by or under supervision of supplier Coordinate with door hardware schedule in Section 08 71 11

#### 1 03 INFORMATIONAL SUBMITTALS

- A Product Test Reports Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of hollow metal door

#### 1 04 QUALITY ASSURANCE

- A Source Limitations Obtain hollow metal work from single source from single manufacturer

#### 1 05 DELIVERY, STORAGE, AND HANDLING

- A Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project-site storage Do not use nonvented plastic Provide additional protection to prevent damage to finish of factory-finished or factory-primed units

- B Store hollow metal work under cover at Project site Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch- (102-mm-) high wood blocking Do not store in a manner that traps excess humidity Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation

#### 1 06 PROJECT CONDITIONS

- A Verify actual dimensions of all openings by field measurements before fabrication

#### 1 07 COORDINATION WITH EXISTING CONDITIONS

- A Verify existing anchorages for existing hollow metal frames, all of which are to remain If necessary to secure existing frames prior to installing new doors, furnish setting drawings, templates, and directions for installing anchorages, including sleeves, anchor bolts, and items with integral anchors Deliver such items to Project site in time for installation

### PART 2 - PRODUCTS

#### 2 01 MATERIALS

- A Cold-Rolled Steel Sheet ASTM A 1008/A 1008M, Commercial Steel (CS), Type B, suitable for exposed applications
- B Inserts, Bolts, and Fasteners Hot-dip galvanized according to ASTM A 153/A 153M
- C Mineral-Fiber Insulation ASTM C 665, Type I (blankets without membrane facing), consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu ft (96- to 192-kg/cu m) density, with maximum flame-spread and smoke-development indexes of 25 and 50, respectively, passing ASTM E 136 for combustion characteristics

#### 2 02 STANDARD HOLLOW METAL DOORS WITH INTEGRAL, CONCEALED-FRAME LOUVERS

- A Provide doors of flush design, 1 ¾ inch thickness, fabricated with smooth surfaces, without visible joints or seams on exposed faces and with two (2) integral, concealed-frame, inverted "Y" type louvers, each having a minimum of 100 square inches of free air space for combustion air ventilation for water heaters in these rooms Place the louvers symmetrically in the door, centered vertically and 10 inches from top and bottom Comply with ANSI/SDI A250.8
  - 1 Design Flush panel
  - 2 Core Construction Manufacturer's standard vertical steel-stiffener core, and filled with mineral fiber insulation per 2.01 D, above
  - 3 Vertical Edges for Single-Acting Doors Beveled edge
    - a Beveled Edge 1/8 inch in 2 inches (3 mm in 50 mm)
  - 4 Top and Bottom Edges Closed with flush, sealed, 0.042-inch- (1.0-mm-) thick, end closures or channels of same material as face sheets
  - 5 Tolerances Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames " For this project, the frames are all existing to remain

- B Face sheets fabricated from metallic-coated steel sheet Provide doors complying with requirements indicated below by referencing ANSI/SDI A250 8 for level and model and ANSI/SDI A250 4 for physical performance level
  - 1 Level 2 and Physical Performance Level B (Heavy Duty), Model 2 (Seamless)
- C Hardware Reinforcement Fabricate according to ANSI/SDI A250 6 with reinforcing plates from same material as door face sheets Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet

## 2 03 FABRICATION

- A Fabricate hollow metal work to be rigid and free of defects, warp, or buckle Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal Where practical, fit and assemble units in manufacturer's plant To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment
- B Tolerances Fabricate hollow metal work to tolerances indicated in SDI 117
- C Hollow Metal Exterior Doors Provide weep-hole openings in bottom of exterior doors to permit moisture to escape Seal joints in top edges of doors against water penetration
- D Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either cold- or hot-rolled steel sheet
- E Hardware Preparation Factory prepare hollow metal work to receive template mortised hardware, include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Section 087100 "Door Hardware "
  - 1 Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250 8
  - 2 Reinforce doors and frames to receive non-template, mortised and surface-mounted door hardware
  - 3 Comply with applicable requirements in ANSI/SDI A250 6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware
  - 4 Coordinate locations of conduit and wiring boxes for electrical connections with Electrical Specification Sections and Electrical Drawings

## 2 04 STEEL FINISHES

- A Prime Finish Apply manufacturer's standard primer immediately after cleaning and pretreating
  - 1 Shop Primer Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250 10 acceptance criteria, recommended by primer manufacturer for substrate, compatible with substrate and field-applied coatings despite prolonged exposure

## PART 3 - EXECUTION

### 3 01 EXAMINATION

- A Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work

- B Proceed with installation only after unsatisfactory conditions have been corrected

### 3 02 PREPARATION

- A Prior to installation of doors, inspect and adjust existing hollow metal frames for squareness, alignment, twist, and plumbness to the following tolerances
  - 1 Squareness Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head
  - 2 Alignment Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall
  - 3 Twist Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall
  - 4 Plumbness Plus or minus 1/16 inch (1.6 mm), measured at jambs on a perpendicular line from head to floor

### 3 03 INSTALLATION

- A Hollow Metal Doors Fit hollow metal doors accurately in existing frames, within clearances specified above

### 3 04 ADJUSTING AND CLEANING

- A Final Adjustments Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable
- B Remove dirt, dust, oil and any other inappropriate material from hollow metal work immediately after installation
- C Prime-Coat Touchup Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer in preparation for painting as specified herein

**End of Section 08 11 13**

## SECTION 08 71 11 – DOOR HARDWARE

### PART 1 - GENERAL

#### 1 01 SUMMARY

- A Requirements for furnishing and installing Residential door hardware
- B Related Sections
  - 1 Section 08 11 13 – Hollow Metal Doors
- C Existing door frames to remain Install Hardware Sets in new doors per schedule in this section

#### 1 02 SUBMITTALS

- A Product Data For each type of product indicated Indicate for each door location and extent of hardware blocking
- B Supply templates to door manufacturer to enable proper and accurate sizing, locations and reinforcing for hardware
- C At completion of installation, submit to Resident Owner, for each type of hardware supplied
  - 1 Certificate hardware is properly installed according to Manufacturers printed instructions
  - 2 Manufacturer's Door Hardware Operating and Maintenance Instructions and parts list
  - 3 Necessary wrenches and tools required for proper maintenance of hardware

#### 1 03 QUALITY ASSURANCE

- A Furnish hardware items of proper design for use in doors and existing frames of thickness, profile, security and similar requirements indicated, as necessary for proper installation and function, regardless of omissions or conflicts in Contract Documents
- B Installer Qualifications An employer of workers trained and approved by lock manufacturer
  - 1 Installer's responsibilities include supplying and installing door hardware and providing qualified Architectural Hardware Consultant available during course of Work to consult with Contractor, Construction Manager, and Owner about door hardware and keying
  - 2 Holder of legally required licenses
- C Manufacturer Qualifications 5 years experience in manufacture of comparable systems
- D Hardware Regulatory Requirements Meet Federal, State, Local Codes having jurisdiction
  - 1 City of Glendale 2012 International Residential Code, Section R311 4 4, Type of lock or latch "All egress doors shall be readily operable from side from which egress is to be made without use of a key or special knowledge or effort "

1 04 COORDINATE

- A Distribute door hardware templates for doors, frames, and other work specified to be factory prepared for installing door hardware

1 05 DELIVER, STORE AND HANDLE

- A Deliver, Pack and Ship each item of hardware in original and individual containers, complete with necessary fastenings, keys, instructions, and templates for spotting mortising tools

**PART 2 - PRODUCTS**

2 01 LOCKSETS (Owner Provided)

- A Locksets only shall be provided by Owner and install by Contractor
- B Lockset Storage Function Lockset shall have key-in-knob-lever, single cylinder, locked or unlocked by key from outside and always operable from inside Locksets shall be Schlage #F51 LAT "Latitude" opening out, or prior approved equal
- C Finish is specified on Door Schedule, confirm finish selection with owner at time of "Pre-Construction Walk-Through" visit
- D Provide items as "sets" as listed in the Hardware Schedule below and as specified herein, complete to function as intended
- E Furnish hardware with necessary screws, bolts, or other fastenings of suitable size and type to anchor hardware in position for heavy use and long life, and of compatible material and finish
  - 1 Furnish fastenings with anchors according to material to which it is applied, and as recommended by Manufacturer
  - 2 Manufacture hardware supplied for metal doors or metal jambs to template Secure with machine screws

2 02 BUTTS (HINGES)

- A Butts (Hinges) BHMA A156 1 Designation A5111, in stainless steel, 300 series, full mortise hinges, 4-1/2 inch x 4-1/2 inch, with non-removable pins, anti-friction sealed ball bearings, Grade 1 Heavy Weight, McKinney is "Basis of Design"

Approved Manufacturers Bommer, Hager, or prior approved equal

Full mortise, match hardware finish color for lock on door Top hinge for each door shall have at least one min. 3" long screw penetrating masonry wall with plastic expansion anchor at least one inch

- 1 Use correct clearances per manufacturer's written requirements
- 2 Non-removable pins on all doors
- 3 Flat button, top and bottom tips required

2 03 THRESHOLD, DOOR BOTTOM AND WEATHERSTRIPPING (GASKETING)

- A Threshold Standard BHMA A156 21 J36130 Barrier Free

- 1 Accessibility Requirements Bevel raised thresholds with slope of not more than 1/2  
Thresholds shall meet NFPA 101 Maximum 1/2 inch (13 mm) high
- 2 Approved Manufacturers "Basis of Design" is Pemko Manufacturing Co (PE), Hager  
Companies, National Guard Products, Rixson Specialty Door Controls, an ASSA ABLOY  
Group company, Zero International, or prior approved equal
- 3 Threshold Extruded aluminum, profile per above, and clear anodized finish

B Jamb Gasket Standard BHMA A156.22 R-0E154

- 1 Approved Manufacturers Hager Companies (HAG), National Guard Products (NGP);  
Pemko Manufacturing Co (PEM), Rixson Specialty Door Controls, an ASSA ABLOY  
Group company (RIX), Zero International (ZRO), or prior approved equal
- 2 Silicone Seal ASTM E 283-91 Air Infiltration 0.09 CFM/LF of crack
- 3 Basis of Design Pemko 319 Series; with compression bulb and stabilizer flange, or prior  
approved equal
- 4 Provide continuous weather-resistive gasket
- 5 Provide noncorrosive fasteners for exterior applications
- 6 Apply to head and jambs, forming seal between door and frame, per manufacturer's  
directions

2.04 DOOR ACCESSORY HARDWARE

- A Stops and Bumpers Wall type shall be used when possible. Locate wall bumpers to prevent  
door face, lockset knob or lever from touching wall surface. Install bumpers on wall at locations  
where existing stud framing can be used for backing. Install bumpers without damaging the  
existing stucco finish.

2.05 FINISHES

- A Finish Type By ANSI/BHMA Designations and U.S. Standard No. Designations for Brushed  
Steel

**PART 3 - EXECUTION**

3.01 INSTALL

- A Metal Doors Comply with Section 08.11.13 "Hollow Metal Doors and Frames" installation  
specifications. Examine existing door frames and verify that frames are of sound condition and  
are installed as required for proper hanging of replacement doors. Do not proceed with  
installation until unsatisfactory conditions have been corrected.
- B Mounting Heights Mount door hardware units at heights as follows unless otherwise indicated  
or required to comply with governing regulations
- 1 Match existing heights if greater than 34 inches above finish floor so existing strike is  
utilized. Install hinges in existing mortises, modify hinge size if these mortises are  
different from Schedule below.
- C Install each door hardware item to comply with manufacturer's written instructions. Where  
cutting and fitting are required to install door hardware onto or into surfaces that are later to be  
painted or finished in another way, coordinate removal, storage, and reinstallation of surface  
protective trim units with finishing work specified in Section 09.90.00 - Painting. Do not install  
surface-mounted items until finishes have been completed on substrates involved.

D Thresholds Set thresholds for exterior and in full bed of sealant complying with Section 09 90 00 – Painting 2 04 A 1

E Fastening

1. Furnish finish hardware with necessary screws, bolts or other fastenings of suitable size and type to anchor hardware in position of heavy use and long life, and to harmonize with hardware as to material and finish
2. Furnish fastenings where necessary with expansion shields, sex bolts, toggle bolts, and other approved anchors according to materials to which it is applied, and as recommended by manufacturer
3. Furnish hardware fastened to blocking with machine screws and tamp-ins

3 02 ADJUST AND PROTECT UNITS

A Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit Replace units that cannot be adjusted to operate as intended Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements

B When complete, doors shall be flat within allowable tolerance, shall be plumb in all positions of swing, and shall operate smoothly, quietly, and free from binding Rehang or replace doors that do not swing or operate freely

C Exposed surfaces Uniform in appearance, clean and free from scratches, tool marks, dents, discoloration, stains, other damage and defects Replace, at no cost to the City of Glendale, doors damaged during installation

D Protect doors as recommended by door manufacturer to ensure that doors will be without damage or deterioration at completion of Project

3 03 PROJECT CLOSE-OUT

A Tag keys and turn over to resident owner upon completion of Work

3 04 HARDWARE SETS

A Provide Hardware as specified below for each Water Heater Room Quantities indicated are intended to be those necessary for each opening, Supplier will be responsible for totals and sizes

HARDWARE SCHEDULE

ABBREVIATIONS

MC McKinney  
PE Pemko  
SC Schlage

Units No. :

SET 1 Water Heater Room Doors

Hinges	3	MC #TA-TB 2314, 134 Ga , Brass, NRP at all doors
Locksets	1	SC #F51 LAT "Latitude" opening out, Storage Function

DESIGN ONE, INC  
16071 North 76th Street, Suite 100  
Scottsdale, AZ 85260

CITY OF GLENDALE  
ENGINEERING DEPARTMENT  
5850 W Glendale Ave , Glendale, AZ 85301

Wall Stops	1	SC #407-605
Weather Seals (none at security door)	1	PE #319 – GN
Threshold (none at security door)	1	PE #249, Type "C" without riser, max Height is ½ inch
Finish of all items	626	

**End of Section 08 71 11**

## SECTION 09 90 00 - PAINTING

### PART 1 - GENERAL

#### 1 01 SUMMARY

- A Surface preparation and field application of paints and coatings on exposed interior walls, ceilings and surfaces
- B Surface preparation and field application of paint systems on the following exterior substrates
  - 1 Primed metal Water Heater Room doors, metal frames (touch up only)
- C SSPC (PM1) – Steel Structures Painting Manual, Vol 1, Good Painting Practice, Society for Protective Coatings, Fourth Edition, where not excepted herein is hereby incorporated herein as minimum requirements of this Section

#### 1 02 SUBMITTALS

- A Product Data For each product, assembly and component Finish paints, coatings and primers Indicate special surface preparation procedures, substrate conditions requiring special attention, and product clean up recommendations
- B Samples Submit manufacturer's samples, illustrating full range of colors and gloss available for selection, for each finish paint product scheduled When color and gloss finish are scheduled, submit four samples, 6 inch by 6 inch in size illustrating color, or range of color, and gloss

#### 1 03 INFORMATIONAL SUBMITTALS

- A Paint Manufacturer's Instructions Indicate special surface preparation procedures, substrate conditions requiring special attention, and product clean up recommendations

#### 1 04 QUALITY ASSURANCE

- A Manufacturer Company specializing in manufacturing the Products specified in this section with minimum three years documented experience Applicator Company specializing in performing the work of this section approved by manufacturer
- B Coordinate with pre-primed materials, metals, masonry, and carpentry Coordinate with color schedule
- C Paint and Primers and Related Products
  - 1 Conform to Volatile Organic Compound (VOC) regulations
  - 2 Conform to flame spread, and smoke developed requirements for finishes
  - 3 Conform to applicable regulations of the Environmental Protection Agency

#### 1 05 FIELD CONDITIONS

- A Comply with manufacturer recommendations for temperature and humidity ranges and requirements
  - 1 Apply materials when surface and ambient temperatures are within recommended range

2. Do not apply when relative humidity exceeds 85 percent, or at temperatures less than 5 deg F (3 deg C) above the dew point, or to damp or wet surfaces, or when relative humidity is above manufacturer's recommended humidity range

- B Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C)

#### 1 06 DELIVERY STORAGE AND HANDLING

- A Deliver, store, protect and handle products to site, in sealed labeled containers, inspect to verify acceptability

- 1 Label Manufacturer's name, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, V O C compliance, color, and mix instructions

- B Store materials not in use in tightly covered containers in well-ventilated area at minimum ambient temperature of 45 deg F (7 deg C) and within temperature range as required by manufacturer's instructions Maintain storage containers in a clean condition, free of foreign materials and residue

#### 1 07 EXTRA MATERIALS

- A Furnish extra paint materials from same production run as the materials applied and in quantities described below Package with protective covering for storage and identify with labels describing contents and location product was applied Deliver extra materials to Owner Provide 5 percent, but not less than 5 gallons in sealed, unopened manufacturer labeled containers, as appropriate, of each material and color applied

### PART 2 - PRODUCTS

#### 2 01 MANUFACTURERS

- A Manufacturers: Subject to compliance with requirements, provide products by one of the following
  - 1 Basis of Design Dunn-Edwards Corporation
  - 2 Or approved equal meeting requirements of this Section and use conditions

- B Paint products and colors are Dunn-Edward's products unless noted otherwise Custom colors may be required for exact color match Use products of manufacturer listed Provide principal materials by one manufacturer, assemblies by one manufacturer, or approved by finish coat manufacturer Products by listed manufacturers are subject to compliance with requirements

#### 2 02 PAINT MATERIALS, GENERAL

- A Paints used in interior locations must not emit more VOCs than 150 g/l for non-flat paints
- B Material Compatibility Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience

- C Material Quality Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- D Colors Match samples Provide ready mixed, ready tinted paints, coatings and stains

### 2 03 PREPARATORY COATS

- A Exterior Paint Ferrous metal
  - 1 Clean metal free of rust and foreign matter
  - 2 Areas should be passivated
  - 3 Exterior alkyd or latex-based primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated
  - 4 Zinc-Coated Metal Substrates Galvanized metal primer
  - 5 Ferrous-Metal Rust-inhibitive metal primer
  - 6 Where manufacturer does not recommend a separate primer formulation on substrate indicated, use paint specified for finish coat
  - 7 Alkyd Exterior Primer Corrobar (43-5), must be recoated within 48 hours when temperature is 60 degrees F or less, or within 24 hours when temperature is above 90 degrees F ), or Bloc-Rust (43-4)
- B Finish See Schedule at the end of this Section for 2nd & 3rd coats
- C Touch Up and Fastener Coating Materials Match specified paint and primer Provide putty, spackle, shellac, thinners and other materials not specified but required to achieve finish as recommended by manufacturer of paint or coating material

### 2 04 DISSIMILAR MATERIALS IN CONTACT

- A Where dissimilar materials are in contact, provide and install appropriate separation of materials
  - 1 Where metal scheduled for coating is in direct contact with existing stucco Coat contacting metal with paintable, long lasting, flexible sealer DAP brand, 35 Year Rated, Paintable, Brilliant White, or prior approved equal and as approved by paint manufacturer
  - 2 Fasteners Field screws, bolts, and other fasteners installed after field coating shall be card mounted and heads pre-coated with coating material Match adjacent field applied coatings
  - 3 Touch-up coating Provide touch-up coatings Match shop applied coating in color and gloss Touch up so that touched-up work is undistinguishable from field coated finish work

## PART 3 - EXECUTION

### 3 01 GENERAL

- A Surface Preparation Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified
  - 1 Inspection, moisture tests, preparation, application, field control, cleaning, workmanship, completion, and acceptance in accordance with reference Specifications and manufacturer's recommendations
  - 2 Provide barrier coats over incompatible primers or remove and re-prime
- B Correct defects and clean surfaces

- C Protect surroundings and finished surfaces from damage during coating application
- D Prepare surface as recommended by manufacturer for substrate type
- E Lightly sand surfaces to be painted when indicated
- F Remove or mask electrical plates, hardware, trim, escutcheons, and fittings prior to preparing surfaces or applying finish coatings
- G Material Preparation
  - 1 Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue
  - 2 Stir material before application to produce a mixture of uniform density Stir as required during application Do not stir surface film into material If necessary, remove surface film and strain material before using
  - 3 Coatings Provide ready mixed, except field catalyzed coatings
  - 4 Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, good flow and brushing properties, capable of drying or curing free of streaks or sags

### 3 02 APPLICATION

- A General
  - 1 Feather edges to make touch-up patches inconspicuous
  - 2 Prime bare steel surfaces
  - 3 Provide finishes free from dust, whirls, under spray, drips, or unintended discolorations
- B Typical Method: Spray Spray only where specified or approved specifically by coating manufacturer as acceptable method of application
  - 1 Application Procedures Apply paints and coatings by spray or other applicators according to manufacturer's written instructions
- C Provide minimum coverage
  - 1 Minimum Coating Thickness Apply paint materials no thinner than manufacturers' recommended spreading rate Provide total dry film thickness of the entire system as recommended by manufacturer Provide minimum mil thickness as recommended by manufacturer as required to cover
  - 2 Multiple Coats Establish method to verify number of coats and mil thicknesses applied
  - 3 Apply additional finish coats when color, stain, dirt, undercoats, or abuse show through or mar finish
- D Provide uniformity in sheen, color, and texture
- E Exposed Surfaces Shall include elements listed, and other exposed to the air equipment and appurtenances of similar nature requiring painting Include areas visible when permanent or built-in fixtures, grilles are in place Extend coatings in these areas, as required, to maintain system integrity and provide desired protection
  - 1 Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only
  - 2 Paint interior surfaces of ducts with a flat, non-specular black paint where visible through registers or grilles

- 3 Paint back sides of access panels and removable or hinged covers to match exposed surfaces
- 4 Finish exterior doors on tops, bottoms, and side edges the same as exterior faces
- 5 Mechanical and Electrical Work Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces Paint exposed mechanical and electrical work, except finished fixtures
- 6 Paint scheduled or normally painted surfaces and items unless noted as not painted
- 7 Ceiling-mounted items Match ceiling

F Sand lightly between each succeeding coat

### 3 03 PAINTING

- A Scheduling Painting Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration
- 1 Omit primer over metal surfaces that have been shop primed and touchup painted
  - 2 If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance
- B Pigmented (Opaque) Finishes Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable
- C Coordinate coating application work with equipment installation

### 3 04 COLOR SCHEDULE

- A Final Color Schedule for items and colors will be selected by the City of Glendale Project Manager, and provided after receiving all submittals and samples
- B Gloss Defined as having the following gloss level percentages based on a 60 degree meter
- 1 Gloss 70-89%

### 3 05 CLEANING AND PROTECTING

- A At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials Collect waste material which may constitute a fire hazard, place in closed metal containers and remove from Project Site Dispose of collected waste materials legally
- B Provide "Wet Paint" signs to protect newly painted finishes After completing painting operations, remove temporary protective wrappings provided by others to protect their work
- 1 After work of other trades is complete, touch up and restore damaged or defaced painted surfaces Comply with procedures specified in PDCA P1
- C Clean coated metals as recommended by finish coating manufacturer
- D Protect work of other trades, whether being painted or not, against damage from painting Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect
- E Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and Final Completion.

3 06 EXTRA MATERIALS

- A Provide extra materials to Owner in good condition, with manufacturer's labels and original packing materials intact, unopened and sealed, as directed by the Architect
- B Label each container with manufacturer's label noting color, type, texture, and locations of coating
- C Document delivery with written receipt signed by Owner's Representative

3 07 EXTERIOR COATING SCHEDULE Dunn-Edwards products listed, unless noted otherwise

- A Existing Hollow Metal Frames, Primed Hollow Metal Doors and Louvers GLOSS
  - 1<sup>st</sup> Coat Versaprime High-Performance Epoxy Ester Primer 42-44 (2 mils d f t )
  - 2<sup>nd</sup> Coat Syn-Lustro High-Performance Alkyd Gloss Enamel 9 Series (2 mils d f t )
  - 3<sup>rd</sup> Coat Syn-Lustro High-Performance Alkyd Gloss Enamel 9 Series (2 mils d f t )

End of Section 09 90 00